# United States Court of Appeals for the Second Circuit



**APPENDIX** 

74-2590

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

No. 74-2590

B

MARGARET M. LANDON,
Plaintiff-Appellant,

v.

TWENTIETH CENTURY-FOX FILM CORPORATION

and

COLUMBIA BROADCASTING SYSTEM, INC., Defendants-Appellees.

ON APPEAL FROM
THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JOINT APPENDIX - VOLUME II

WAN 28 1975

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### WITNESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "HAPPY LAND", in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property is MacKinlay Kantor.
- 2. Said literary property is unpublished.
- 3. Said literary property is uncopyrighted.
- 4. Said literary property is scheduled for an early publication in The Saturday Evening Post.
- 5. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 6. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor

has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and, or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Furchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a). The sole and exclusive motion picting rights and motion picture copyrighthroughout the world in and to sail literary property.

- the world, to mechanically produce, reproduce and license the reproduction of spoken world taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or usel for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.
- The sole and exclusive right to make, produce. edapt, sell, lease, rent, exhibit, perform an generally deal in and with and to copyright literary, motion picture, television, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, chan to the title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and secuels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (d) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

- (c) The sole and exclusive right to make resided comedy, eperation, movietone musical comedy, movietone operation musical comedy, movietone operation musico movietone versions of said literary property.
- (f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.
- (g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or talevision version or versions thereof.

SECOID: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of TEN THOUSAND DOLLARS (\$10,000.CO), receipt of which is hereby acknowledged.

It is further mutually understood and agreed that, in the event said literary property shall hereafter be published in book form, upon proof to the Purchaser that said literary property has been published in book form, submitted by the Owner to the Purchaser immediately thereafter, the Purchaser will pay to the Owner the additional sum of TEN THOUSAND DOLLARS (\$10,000.00); it being understood and agreed that in the event said literary property shall not hereafter be published in book

between PHILIP DUINE, and CHARLES ECCARTING, Coth-of Los-Angeless, Centrery-Fox Filt Corponation, a New York corporation, hereinstored as the "owners" and Twentieth designated as the "PURCHASIR",

# WITHESSETH:

That, WHEREAS, the Owners represent and warrant that they are the sole owners of an original literary composition (hereinafter referred to as the "literary property"), entitled "MR. BULLFIRM TAKES A WALK," in relation to which the following facts are true and correct:

- 1. The newes of the suthers of said literary property are Philip Dunne and Charles Recarbly.
- 2. Said literary property is unpublished.
- S. Said literary proporty is uncopyrighted.
- 4. He convright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No notion picture or dramatic presentation of said literary property has been maked-factured or presented, and

that they have not adopted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor have they copied or used the plot, comes,

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sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owners further represent and varrant that they are the exclusive proprietors throughout the world of the rights hereinafter granted, and have not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, exceptip and/or copyright of the said literary property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warrenties, desires to exquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing reprecentations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do hereby grant, convoy and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and emplusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said literary property, and each and every part thereof.

- (b) The sole and enclusive motion picture rights and notion picture copyright throughout the world in and to said literary property.
- (c) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompanisment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.
- The solo and exclusive right to make, preduce, · (a) adopt, sell, kease, rent, exhibit, perform and generally don' in oud with and to copyright dramatic, motion picture, television, racio and/or other adaptations or versions of said literary proporty, and of the charactors and charactorisctions contained therein, of overy kind and character, with or without sound accompanient, and with or without the interpolation of musical numbers therein, and for such purposes to admit one or more versions of said literary property, to add to and subtract from the literary property, change the acqueree thereof, use a portion or portions of said laterery property, change the title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (e) To include musical accompanisation in any version of unid literary property, and to further include in any such version interpolations of musical compositions and/or

lyrics to be performed and/or sung by the performers in any such version.

- (f) The sole and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movietone musical comedy, movietone operatic, movietone operatic and/or dramatic musico movietone versions of said literary property.
- (g) The sale and exclusive right, throughout the world, to breadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.
- (h) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

assigned and granted to the Purchaser by the Owners, the Purchaser shall pay to the Owners the total sum of TEN THOUSAND DOLLARS (\$10.000.00), payable as follows:

-FIVE MOUSAND DOLLARS (05,000.00) to Philip Dunne, and

TIVE THOUSAND DOLLARS (05,000.00) to Charles McCarthy,

receipt of which said total consideration is horeby admostedged.

mirror It is the purpose of this agreement and the intention of the Owners to transfer to the Purchaser the rights horoinabove conveyed and granted, including the moral rights of

THIS AGREEMENT, dated hovenber 3, 1942, by and between MATTHEW JOSEPHSON, of New York, Hew York

hereinafter designated as the "OWNER" and THENTIETH CENTURY-FOX

FILH CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

WITHESSETE:

That, WHEREAS, the Owner represents and warrants that

That, WHEREAS, the Owner represents and warrants that
he is the sole owner of an original biography based upon the life
of Victor Hugo (hereinafter referred to as the "literary property"
entitled "VICTOR EUGO, A REALISTIC BIOGRAPHY OF THE GREAT ROMANETO",
in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property is Matthew Josephson.
- 2. Said literary property was published as a book.
- 3. The publisher's name was Doubleday Doran and Company.
- 4. Said literary property was copyrighted by Matthew Josephson on October 16th, 1942, Entry No. A:168505, in the office of the United States Register of Copyrights.
- 5. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.
- 6. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

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follows:

FIRST: The Owner does hereby grant, convey and assign unto the Furchaser, its successors and assigns forever:

- (a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
- (b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.
- The sole and exclusive right to make. produce, sdapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in now versions, adaptations and securle in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

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- (e) The sole and exclusive right to make movietone musical comedy, movietone operatia, movietone operatic and/or dramatic musico movietone versions of said literary property.
- (f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.
- (g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Cwner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Furchaser by the Owner, the Furchaser shall pay to the Owner the total sum of SEVERIDEN THOUSAND

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The sole and exclusive right. Enroughout

THIS AGREEMENT, dated December 3055, 1942, by and between CLARE BOOTHE LUCE (professionally known as CLARE BOOTHE), of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

### WITHESSETH:

That, WHEREAS, the Owner represents and warrants that she is the sole owner of an original story outline (hereinafter referred to as the "property") entitled "STORY OF CHINA," exclusive of such factual material contained therein as shall not have been created by the Owner, in relation to which the following facts are true and correct:

- 1. The name of the author of said property is Clare Boothe Luce (professionally known as Clare Boothe).
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that she is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any

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act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.
- (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.
- (d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other

devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.

- (e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the characters in said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
- (f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (g) The sole and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movietone musical comedy, movietone operatia, movietone operatic and/or dramatic musico movietone versions of said property.
- (h) The sole and exclusive right, throughout the world, to broadcast by means of the

method generally known and described as television, or any process analogous theretany of the versions of the said property.

(1) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Comer, the Purchaser shall pay to the Comer the total sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), payable TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) upon execution of this agreement, receipt of which is hereby acknowledged, and TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) on January 15, 1945.

tention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

the free and unrestricted right, but at the Purchaser's own cost and empense, to institute in the name and on behalf of the Owner and restrain any infringements of the rights herein granted, and

THIS AGREEMENT, dated January 200, 1943, by and between JACK GRANT of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

# WITNESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original story outline (hereinafter referred to as the "property") entitled "THE INCIDENT OF THE COLORED PETTICOATS," in relation to which the following facts are true and correct:

- The name of the author of said property is Jack Grant.
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

whereas, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents,

characters and characterizations as are in the public domain, and that said property does not infringe on the common law or statutory

rights of any other literary or dramatic work; and

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

EMEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.

- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.
  - (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.
  - (d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion picture and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
  - The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, drametic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

- (g) The sole and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movietone musical comedy, movietone operatia, movietone operatic and/or dramatic musico movietone versions of said property.
  (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
  - (i) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of FIVE HUNDRED DOLLARS (2500.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Furchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner

THIS AGREEMENT, dated February 9 to., 1943, by and between W. R. WILKERSON, of Los Angeles. California, hereinafter decignated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CCRPORATION, a New York corporation, hereinafter designated as the "PURCHASER". WITNESSETH: That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original story outline (hereinafter referred to as the "property") entitled "THE SENATOR FROM MEBRASKA," in relation to which the following facts are true and correct: The name of the author of said property is W. R. Wilkerson. 2. Said property is unpublished. Said property is uncopyrighted. 3. 4. No copyright has been effected, nor has any other registration relating to copyright protection been made. 5. No motion picture or argustic presentation of said property has been manufactured or presented, and WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other 1. F(30) niterary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Cwner further represents and warrants that he is the exclusive proprietor throughout the world of the rights here-inafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.

- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.
- (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.
- (d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
- The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterisations contained therein, of every kind and character, with or without sound accompanient, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
- (f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(a) The sole and exclusive right to make musical comedy, operatia, operatic and/or gramatic musical versions, movietone musical comedy, movietone operatia, movietone operatic and/or dramatic musico movietone versions of said property.

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- (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (1) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of NINE THOUSAND DOLLARS (\$9,000.00), receipt of which is hereby acknowledged.

It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

chaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to

THIS AGREEMENT, dated with 2 ml, 1945, by and between MICHAEL URIS, of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER,"

## WITNESSETH:

That, WHEREAS, the Owner represents and werrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "PARIS, TENN." in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property is Michael Uris.
- 2. Said literary property is unpublished.
  - 3. Said literary property is uncopyrighted.
  - 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
  - 5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material,

incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said literary property, and each and every part thereof.

- (b) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
- the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.
- The sole and exclusive right to make, produce, (d) . adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright dramatic, motion picture, telsvision, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein. and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components in con-nection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout tho world.
- (e) To include musical accompaniments in any version of said literary property, and to

further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

- musical comedy, operatta, operatic and/or dramatic musical versions, moviatone musical comedy, moviatone operatic and/or dramatic musical end/or dramatic musico moviatone versions of said literary property.
- (g) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.
- the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of ETGHTY-ETGHT HUNDRED DOLLARS (38800.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Coner to transfer to the Purchaser the rights hereinabove conveyed and granted, including the moral rights of authors. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTE: The Owner does hereby grant unto the Purchaser

THIS AGREEMENT, dated April 27 to 1943, by and between VICTORIA WOLF, of Los Angeles, California, hereinafter designated as the "CWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

WITHESSETH:

That, WHEREAS, the Cwner represents and warrants that

That, WHEREAS, the Owner represents and warrants that she is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "TRUTE IN DEMAND," in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property is Victoria Wolf.
- 2. Said literary property is unpublished.
- 3. Said literary property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

whereas, the Owner further represents and warrants that she has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or

description, nor has she copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Comer further represents and warrants that she is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said literary property, and each and every part thereof.

- (b) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
  (c) The sole and exclusive right, throughout the world, to mechanically produce, reproduce
  - (c) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.
- (d) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright dramatic, motion picture, television, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
- (e) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of usical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (f) The sole and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movietone musical comedy,

movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

- (g) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.
- (h) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser the rights hereinabove conveyed and granted, including the moral rights of authors. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all

THIS AGREEMENT, dated May 7 Kk. 1943, by and between RALPH DIETRICH, of Los Angeles, California, hereinafter designated as the "O"NER" and TMENTIETH CENTURY-FOX FILM CORPORATION, a Mem York corporation, hereinafter designated as the "PURCHASER", WITNESSETH: That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "MIDINETTE," in relation to which the following facts are true and correct: The name of the author of said 1. property is Ralph Dietrich. 2. Said property is unpublished. Said property is uncopyrighted. No copyright has been effected, nor has 4. any other registration relating to copyright protection been made. No motion picture or dramatic presentation 5. of said property has been manufactured or presented, and WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said 1.

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property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Turchaser may desire.

The sole and exclusive motion picture rights (c) and motion picture copyright throughout the world in and to said property. (d). The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property. (e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characteristicus contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of rusical respectively. polation of nusical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world. To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version. The sole and exclusive right to make musical comedy, operatis, operatic and/or dramatic musical versions, movietone operatis, (5) 3. 272)

moviatione operatic and/or aramatic musico moviatione versions of said property.

- (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (i) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Cwner, the Purchaser shall pay to the Owner the total sum of FIVE THOUSAND DOLLARS (35,000.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

the free and unrestricted right, but at the Purchaser's own cost and expanse, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and

THIS AGREEMENT, dated June 28th, 1943, by and between MORRIE RYSKIND and STECFRIED M. HERZIG, professionally known as SIG MERZIG, both of Los Angeles, California, hereinafter designated as the "OWNERS" and THENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER", WITNESSETH: . That, WHEREAS, the Owners represent and warrant that they are the sole owners of an original literary composition (hereinafter referred to as the "literary property"), entitled

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"WHERE DO WE GO FROM HERE?" in relation to which the following facts are true and correct:

- The names of the authors of said literary property are Morrie Ryskind and Siegfried M. Herzig, professionally known as Sig Herzig.
- 2. Said literary property is unpublished.
- Said literary property is uncopyrighted.
- No copyright has been effected, nor has any : 4. other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owners further represent and warrant that they have not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description nor have they copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents.

characters and characterizations as are in the public domain, end that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owners further represent and warrant that they are the exclusive proprietors throughout the world of the rights hereinefter granted, and have not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any ect by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

whereas, the Purchaser, relying upon said representations and varranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

- (a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
- (b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the

reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

- The sole and exclusive right to make, produce, (c) adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, edaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
- (d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (e) The sole end exclusive right to make movietone musical comedy, movietone operatiz, movietone operatic and/or dramatic musico movietone versions of said literary property.
- (f) The sole and exhusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process shalo out thereto, any of the

versions of said literary property.

(3) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owners will not permit the said literary property or any part thereof to be broadest by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owners, the Purchaser shall pay to the Louis Shurr Agency the sum of Fifty Thousand Dollars (550,000.00), receipt of which is hereby schnowledged.

THIRD: It is the purpose of this agreement and the intention of the Cwners to transfer to the Purchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Cwners do hereby specifically reserve unto themselves all other rights in and to said literary property. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

POUPTH: The Comers do hereby great unto the Porchaser the from and unrestricted right, but at the Purchaser's com cost

THIS AGREEMENT, dated July /2, 1943, by and between WILLIAM E. DODD, JR., of Washington, D. C. and MARTHA DODD STERM of New York City, New York, hereinafter designated as the "OWNERS" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

## WITNESSETH:

That, WHEREAS, the Owners represent and warrant that they are the sole owners of those certain original literary compositions entitled "AMBASSADOR DODD'S DIARY", written by William E. Dodd, Sr., and "THROUGH EMBASSY EYES", written by Martha Dodd Stern, (both of which are hereinafter referred to as the "literary properties"), in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property "ANEASSADOR DODD'S DIARY" is William E. Dodd, Sr.
- 2. The name of the author of said literary property "THROUGH EMBASSY EYES" is Martha Dodd (Martha Dodd Stern).
- 3. Said literary property "AMBASSADOR DODD'S DIARY" was originally published in Liberty Magazine from January 18, 1941 to March 29, 1941, under the title of "AMBASSADOR TO HITLER: THE PRIVATE DIARY OF WILLIAM E. DODD," and copyrighted by and in the name of MacFadden Publications, Inc. in the office of the United States Register of Copyrights, as follows:

Issue January 18, 1941 January 25, 1941 February 1, 1941 Publication Date
January 8, 1941
January 15, 1941
January 22, 1941

B:482930 B:482931 B:485860

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nor were the plots, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, copied or used, and that said literary properties do not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owners further represent and warrant that they are the exclusive proprietors throughout the world of the rights hereinafter granted, and have not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary properties or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hersinafter granted in and to said literary properties;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGRZED as follows:

FIRST: The Owners do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary properties.

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The sole and exclusive right, throughout the world, (b) to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary properties, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary properties. The sole and exclusive right to make, produce, (c) adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary properties, or any part or portions thereof, and of the characters and characterizations contained therein; with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary properties, to add to and subtract from the literary properties, change the sequence thereof, use a portion or portions of said literary properties, change the titles of said literary properties, use said titles, or any of their components, in connection with works or motion pictures wholly or partially inde-pendent of said literary properties, change the characters in said literary properties, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world. (d) To include in any version of said literary properties musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version. (e) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, (280)

or any process analogous thereto, any of the versions of said literary properties.

(f) The right to breadcast by means of radio processes, portions of said literary properties, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary properties.

Except as herein stated, it is understood and agreed that the Owners will not permit the said literary properties or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary properties, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owners, the Furchaser, upon execution hereof, shall pay to the Owners, the total sun of FIFTEEN TROUSAND DOLLARS (\$15,000.00), payable as follows:

ELEVEN THOUSAND DOLLARS (911,000.00) to Martha Dodd Sterm

FOUR THOUSAND DOLLARS (\$4,000.00) to William E. Dodd, Jr. THIRD: It is the purpose of this agreement and the

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intention of the Owners to transfer to the Purchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Comers do hereby specifically reserve unto themselves all other rights in and to said literary properties. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

(B) The role and characteristics

VERA CASPARY of Los Angeles, California, hereinafter designated as the "FIRST OWNER" and GEORGE SKLAR of Los Angeles, California, hereinafter designated as the "SECOND OWNER", both of them being jointly hereinafter referred to as the "OWNERS" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

## WITHESSETH:

That, WHEREAS, the First Owner represents and warrants that she is the sole owner of an original literary composition (hereinafter referred to as the "first novel") entitled "RING THICK FOR LAURA", and of an original literary composition, based upon said first novel entitled "LAURA" (hereinafter referred to as the "second novel"), and of an unpublished play (hereinafter referred to as the "first play") entitled "RING TWICE FOR LORA", and WHEREAS the (where represent and warrant that they are the sole owners of an original, unpublished, play (hereinafter referred to as the "second play") entitled "LAURA" (all of which are collectively hereinafter referred to as the "literary property"), in relation to which the following facts are true and correct:

- The name of the author of said first novel is Vera Caspary.
- The name of the author of said second novel is Vera Caspary.
- 3. The name of the author of said first play is Vera Campary.
- 4. The names of the authors of said second play are Vers Caspary and George Sklar.

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characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner: further represent and warrant that
they are the exclusive proprietors throughout the world of the
rights hereinafter granted, and have not assigned, licensed or in
any manner encumbered or impaired the said rights, nor committed
any act by which the same could or will be diminished or impaired,
and that there is no outstanding claim or litigation pending agains
or involving the title, ownership and/or copyright of the said
literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

- (a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
- (b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompanies to

or supplementary to motion pictures and/or telavision productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

- The sole and exclusive right to make, produce, (c) adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property change the sequence thereof, use a portion or portions of said literary property, change the titles of said literary property, use said title: or any of their components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequela in any and all languages, and to register and obtain copyright therein, throughout the world.
- (d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (e) The sole and exclusive right to make movietons musical comedy, movietone operatic, movietone operatic and/or dramatic musico movietone versions of said literary property.
- (f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.
- (g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes,

or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owners, the Purchaser shall pay to the First Owner, VERA CASPARY, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00), receipt of which is hereby acknowledged.

It is the purpose of this agreement and the intention of the Owners to transfer to the Purchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Owners do hereby specifically reserve unto themselves all other rights in and to said literary property. The Furchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the names and on behalf of the Owners any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and de hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or infringements, and do hereby assign and set over unto the Purchaser any assign and set

THIS ACTUALISM of Los impoles, California, and SOVATO HALDMAN of The Composition, a new York composition, hereinster designated as the "formulask",

WITHESSETH 1

That, THERMAN, the Canors represent and parrent that they are the sole owners of an original literary ecoposition (nersinafter referred to as the "property") entitled "THE KING of SWING", in relation to which the following facts are true and correct:

1. The names of the anthors of said property are Richard Shaldman.

- 2. Said property is unpublished.
- 3. Said property is uncopyrightet.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of sold property has been manufactured or presented, and

that they have not elapted the said property from any other literary, dramatic or other work of any kind, nature or description

nor have they copied or used the plot, seemes, sequence or story of any other literary production excepting such material, incidents characters and characterizations as are in the public domain, and that cald property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

and marrant that they are the exclusive proprietors throughout the world of the rights hereinefter granted, and have not assigned, licensed or in any names ensumbered or impaired the said rights, nor committed any net by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending equination involving the title, expending and/or copyright of the said property or the rights hereinefter granted; and

AMERICAL, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and marranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGRZED as follows:

<u>FIRST</u>: The Coners do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the owners in and/or to said upo erby, including, but not limited to the following rights:

(a) One cole and exclusive drematic and/or stars the sentation rights and dramatic required throughout the could in and to said property, and each and every part thereof.

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(h) The sole and exclusive right, throughout the world, to broadcast by means of the relief generally known and described as television, or any process analogous thereto, any of the

- (b) The hole and exclusive right, throughout the world, to publish, advertise and sell hald property in any style and/or manner the furchaser may desire.
- (c) The sole and exclusive motion pinture rights and motion picture congright throughout the world in and to said property.
- (d) The sole and enclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of cooken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accommendment of or supplementary to motion pletures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
- (e) The sole and explusive right to make, produce, adopt, sell, lease, rent, exhibit, perform and reservely deal in and with and to experient literary, dramatic, motion picture, television, radio and/or other adoptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the proverty, change the sequence thereof, use a portion or portions of said property, change the titles of said property, use said titles, or any of their components in connection with works or motion pictures wholly or partially independent of said property, change the characters in acid property, change the characters in acid property, change the characters in acid property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and secuels in any and all languages, and to register and obtain appyright therein, throughout the world.
- (f) To include musical ecomponizants in any version of each processy, and to further include

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in the such version interpolations of manical compatitions and/or lyrics to be replaced only or sent by the performers in any such

(3) The note and exclusive right to make mainal concey, operate, and ratio end/or dramatic mental versions, movietone existed accord, novictions present musical musical movietone operatic end/or dramatic musica movietone versions of said property.

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- (h) The sole and exclusive right, throughout the world, to breakest by means of the method generally known and described as tolevision, or any process analogous thereto, any of the versions of the said property.
- (1) The sole and exclusive right, throughout the world, to breadcast by means of radio processes, or by any process analogous thereto, all or any portion or partions of said processy or of the ambies picture or television version or versions thereof.

ENCISE: In full consideration of the rights herein casigned and greated to the Purchaser by the Owners, the Wirehaser thall pay to Stanley Rorgerman, Inc., the total sum of TEN THOUSAND DOLLARS (\$10,000.00), receipt of which is hereby acknowledged.

intention of the Owners to transfer to the Purchaser all of the rights of the Owners throughout the world in and to said property, together with the morel rights of authors; it being urders and agreed, however, that the curchaser shall be under no obligation to ungreize or to put to use may of the rights negative hereunder.

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THIS AGREEMENT, dated August 10-, 1943, by and between JOHN MASBITT, of Los Angelos, California, hereinafter designated as the "OWNER" and TWEMTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASTR", WITHESSETH: That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original story and screen play based thereon, (hereinafter referred to as the "property") entitled "DEATH AND TAXES", in relation to which the following facts are true and correct: The name of the author of said property is John Resbitt. 2. Said property is unpublished. Said property is uncopyrighted. 3. No copyright has been effected, nor has any other registration relating to copyright protection heen made. No motion picture or dramatic presentation 5. of said property has been manufactured or presented, and WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and 1. F(.38) (290)

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that said property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed, or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell cald property in any style and/or manner the Purchaser may desire.

- (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.
- (d) The scle and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
- The sole and exclusive right to make, produce edapt, sell, lease, rent, exhibit, performand generally deal in and with and to copy-(e) right literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property; change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (f) To include musical accompaniments in any version of sald property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

- (g) The sole and exclusive right to make musical comedy, operatic, operatic and/or dramatic musical versions, movietone musical comedy, movietone operatic, movietone operatic and/or dramatic musico movietone versions of seid property.
  - (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (i) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

<u>SECOND</u>: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser chall pay to the Owner the total sum of FIVE THOUSAND DOLLARS (\$5,000.00), receipt of which is hereby asknowledged.

THIRD: It is the purpose of this agreement and the intention of the Cwner to transfer to the Purchaser all of the rights of the Cwner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

FOURIE: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Furchaser's own cost and empeace, is institute in the name and on behalf of the Owner

THIS AGREEMENT, dated August 192, 1943, by and between RICHARD DAVIS, whose legal name is DAVID DIAMOND, of Les Angeles, California, hereinafter designated as the "COLMER" and THENTIATE CHRTURY-FOX FILI CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

## WITNESSETE:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "LAREDO", in relation to which the following facts are true and correct:

- 1. The name of the author of said property is Richard Pavis, whose legal name is David Diamond.
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

WHEREAS, the Cwner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said

property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

INTERNAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights

is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Furchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter grantic in and to said property;

sentations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.

- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.
  - (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.
  - (d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
  - The sole and exclusive right to make, produce (e) adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical num-bers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, charge the title of said property, use said title, or any of its components in connection with works or motion pictures vholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations ar sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (f) To include musical accompaniments in any

version of said property, and to further include in any such version interpolations of musical compositions and/or lyriss to be performed and/or sung by the performers in any such version.

- (g) The sole and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movietons musical comedy, movietone operatic and/or dramatic musico movietone versions of said property.
- (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (1). The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOID: In full consideration of the rights herein assigned and granted to the Furchaser by the Owner, the Purchaser shall pay to the Owner the total sum of FIVE THOUSAND DOLLARS (\$5,000.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Furchaser shall be under no obligation to exercise or to put to use any of the rights accuired hereunder.

FOTH H: The Conter does hereby grant unto the Purchaser

THIS AGREEMENT, dated Cotober 500, 1948, by and between CHARLES EELDE, of Los Angelos, California, hereinafter designated as the "CHNER" and THENFIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereirafter designated as the "PURCHASIR", WITHESSETE: That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "HERRILY WE ROLL ALONG," in relation to which the following facts are true and correct: The name of the author of said property is Charles Beldon. 2. Said property is unpublished. Said property is uncopyrighted. No copyright has been effected, nor has any other registration relating to congright protection been made.

No motion picture or dramatic presentation 5. of said property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said

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property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which
the same could or will be diminished or impaired, and that there
is no outstanding claim or litigation pending against or involving
the title, ownership and/or copyright of the said property or the
rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NCW, THEPEFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Cwner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may dealer.

The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property. The sole and exclusive right, throughout the (a) world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property. (e) The sole and exclusive right to make, produce, edapt, sell, lesse, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniant, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said proparty, to aid to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world. To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version. .g) The sols and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movie tone murical comedy, movietone operates, newfating operation and/or dramatic musico moristone versions of said property. 3. (300)

- (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (i) The sole and enclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights here assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of SIX THOUSAND DOLLARS (\$6,000.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Furchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or infringements, and does hereby

THIS AGRETHENT, dated water 18th, 1943, by and between DAMON RUNYON, of Los Angeles, California, hereinafter designated as the "OWNER" and THENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

## WITHESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "BLOODHOUNDS OF BROADWAY", in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property is Damon Runyon.
- 2. Said literary property was published in Collier's issue of May 16, 1931.
- 3. Said literary property was copyrighted by and in the name of P. F. Collier & Son Company on April 25, 1931, Entry No. B:113133 in the office of the United States Register of Copyrights.
- 4. Ho other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.
- 5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any

other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

whereas, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in end to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as fellows:

PIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever:

- (a) The sole and exclusive motion picture rights and notion picture copyright throughout the world in and to said literary property.
- (b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from ano/or based upon the text or theme of

said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

- The sole and exclusive right to make, produce, (c) scapt, sell, lesse, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any end all languages, and to register and obtain copyright therein, throughout the world.
- (d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (e) The sole end enclusive right to make movietone musical comedy, movietone operate, movietone operate and/or dramatic musico movietone versions of said literary property.
- (f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally imcum and described as television, or any process enelogous thereto, any of the versions of seld literary property.
- (a) The right to broadcast by makes of redic proceases, portions of said literary property, or

the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture ani/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein essigned and granted to the Furchaser by the Owner, the Purchaser shall pay to the Owner the sum of One Dollar (\$1.00), receipt of which is hereby asknowledged.

TAIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Furchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Owner does hereby specifically reserve into himself all other rights in and to said literary property. The Furchaser, shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and ractrain any infrincements of the rights harein granted, and does hereby assign and set over unto the Purchaser any and all

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World in and laid property.

THIS AGREEMENT, dated October 26, 1943, by and between MARTHA CHEAVENS, of head your man very hereinafter designated as the "OWNER" and TWENTILTH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

## MITHESSETH:

That, WHEREAS, the Owner represents and warrants that she is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "EACH IN HIS WAY" (alternate title "SUNDAY DIMMER FOR A SOLDIER"), in relation to which the following facts are true and correct:

- 1. The name of the author of said literary property is Martha Cheavens.
- 2. Said literary property was published as a story in October, 1943, issue of Good Housekeeping Magazine, under the title of "FACH IN HIS WAY."
- 3. The publisher's name was Hearst Magazines, Inc.
- 4. Said literary property was copyrighted by and in the name of Hearst Magazines, Inc. on September 17, 1943, Entry No. B:601288 in the office of the United States Register of Copyrights.
- 5. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.
- 6. No motion picture or dramatic presentation of shid literary property has been manufactured or presented, and

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WHEREAS, the Owner further represents and warrants that she has not adacted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has she copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

EMEREAS, the Owner further represents and warrants that she is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending spainst or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warrenties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever:

(2) The sole and exclusive motion picture rights and motion picture copyright

throughout the world in and to said literary property.

The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of

world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

The sole and exclusive right to make, produce, (c) adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompanizent and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the titles of said literary property, use said titles, or any of their components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtein copyright therein, throughout the world.

- (d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (e) The sole and exclusive right to make movietone musical comedy, movietone operatia, movietone operational or dramatic musico movietone versions of said literary property.

- (f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.
- (6) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property, provided, however, that nothing herein contained shall be deemed to grant the Purchaser the right to serialize said literary property in connection with radio broadcasts or make any one radio broadcast of said literary property which shall be of more than fifteen (15) minutes' duration.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until eighteen (18) months after the general distribution date of any motion picture and/or television production made by the Furchaser based upon the said literary property, or until three (3) years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Cwner, the Purchaser shall pay to the Owner's agent and representative, H. N. Swanson, Inc. the sum of FIFTEEN THOUSAND DOLLARS (315,000.00), receipt of which is hereby acknowledged.

TFIRD: It is the purpose of this agreement and the intantion of the Comer to transfer to the Purchaser the rights hereinahove conveyed and granted, together with the moral rights of authors, and the Comer does hereby specifically reserve unto herealf all other rights in and to said literary property. The THE ADDRESS, do not December 2 th., 1948, by and both per the "state" and Estated and the "state" and Estated STUTION-TOLL LILL CORPORATION, a New York comparation, hereinefor decignated as the "FURSHEER",

#### HILLESSFER:

That, WHEREAS, the Coner represents and warrents that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "TOC NAME WHEE," in relation to which the following facts are true and correct:

- 1. The name of the author of said property is David Boelm.
- 2. Said property is unpublished.
- 7. Said property is uncopyrighted.
- 4. No comprish has been effected, nor has any other remains been relating to comprish protection bean made.
- 5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

MERCAS, the Comer further represents and warrants that he has not adapted the said property from any other literary, drematic or other work of any kind, nature or description, nor has he applied or used the plot, seems, sequence or story of any other literary production excepting such aspecial, incidents, characters and characteristicans as sent in the public descin, and that sold property incents; income as sent in the public descin, and that sold property incents of the country of a set of the country of the

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of any other literary or drawstin work; and

is the employing proprietor throughout the world of the rights here rafter granted, and has not assigned, licensed or in any manner encombered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

MARKEAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property:

MOW, IMPRIFORD, in consideration of the foregoing representations and markantics, and of the respective covenants and agreements of the parties hereto, it is hereby ADMID as follows:

FIRET: The Owner loss hereby grant, conver and assign unto the Purchasor, its successors, licensees and assigns forever, all the right, title and/or interest of the Owner in and/or to baid property, including, but not limited to the following rights:

- (a) The sole and explusive drametic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The cold and proluction right, throughout the mould, to publish, adventice and well sold property forms a tyle and/or manner the twenty for the factor.

- (c) The sole and revolutive motion eleture right and metion sieture copprisht throughout the world in and to anid property.
- the world, to mechanically produce, reproduces and license the reproduction of spoker words taken from and/or based upon the text or thems of said property, on records, film or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to metion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dislogue contained in said property.
- (e) The cole and employing right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound ecompanisant, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and aubtract from the property, change the sequence thereof, use a portion or portions of said property, use said title, or any of its components in connection with works of motion pictures wholly or partially independent of said property, change the descriptions of the said characters, and use all thereof in new versions adaptations and sequels in any and all languages, and to any ister and obtain cony-right therein, throughout the world.
- (f) To include runical scanmaniments in any reprise of said property, and to further include is any such we refer interpolations of suched sommetimes and/or lypics to perform a suched some or suched and or lypics to the performance to the company with the performance.
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drawatic musical vermions, meviators musical commety, movietors operation, movietors operation and/up deposition musical movietors version of said proposity.

- (h) The sole and anchesive right, throughout the world, to broadcast by means of the method generally has meand described as tolevision, or any process analogous thereto, any of the vergious of the said property.
- (1) The cole and exclusive right, throughout the world, to breadcast by means of radio processes, or by any process analogous thereto, ell or any portion or portions of said property, or of the motion picture or television version or versions thereof.

ETCOND: In full consideration of the rights herein essigned and granted to the Purchaser by the Coner, the Furchaser shall pay to the Comer the total sum of TEN THOUSAND DOLLARS (110,000.00), receipt of which is hereby admowledged.

It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Dumer throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to emercise or to put to use any of the rights acquired hereunder.

the first and unrestricted right, but at the Purchaser's our cost and ampende, to inctitude in the unverted on bothelf of the Orner out cli suite and procedure in low or in equity, to entain and procedure in low or in equity, to entain

THIS AGRETIENT, dated December 23 -- 1943, by and between EDNARD BRAND of Los Angeles, California, hereinafter designated as the "ONNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

## WITHESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "RIP GOES TO WAR", in relation to which the following facts are true and correct:

- 1. The name of the author of said property is Edward Erand.
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- No motion picture or dramatic presentation of said property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, drematic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and

that said property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not essigned, licensed or in any manner encurbered or impaired the said rights, nor committed any act by which the same coul be diminished or impaired, and that there is no outstanding common or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purcheser may desire.

- (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.

  (d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
  - (e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
  - (g) The sole and exclusive right to make musical comedy, operatic, operatic and/or dramatic musical versions, movistone musical comedy, movistone operatic, movietone operatic and/or dramatic musico movietone versions of said property.

- (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (i) The sole and exclusive right, throughout the world, to processes by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of ONE THOUSAND DOLLARS (\$1,000.00), receipt of which is hereby acknowledged.

It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

chaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or infringements, and does hereby

THIS AGREEATHT, dated Herrin 1, 1944, by and between MEGNARD SPIGELGASS of Los Angeles, California, hereinafter designated as the "OMMER" and THEMPILIE CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASIR",

# WITHESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "NO PLACE LIKE HOLE," in relation to which the following facts are true and correct:

- The name of the author of said property is Leonard Spizelgass.
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said property has been manufactured or presented,

whereas, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scanes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said

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property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

THEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

. WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.

(c) The sole and and motion ! world in and

lusive motion picture rights re copyright throughout the said property.

The sole and (d) and reproduct for that pur and/or dial.

usive right, throughout the world, to medically produce, reproduce and license the adduction of spoken words taken from and/or a upon the text or theme of said property, on ords, films or other devices designed and used for the purpose of producing sound in synchronism with, accompanimen or supplementary to motion pictures and television productions, using for that pure all or a part of the text, theme contained in said property.

(e) adapt, sell, generally deal do. literary, dr. radio and/or said. propert characteriz: kind and cha accompanime: polation of such purpos. said propert property, ch portion or pr title of said of its compa motion pictus
of said prop. property, che characters, : adaptations : and to regist throughout ti

The sole and . lusive right to make, produce, in and with and to copyright er adaptations or versions of and of the characters and s contained therein, of every or, with or without sound ed with or without the intercal numbers therein, and for adapt one or more versions of o and to and subtract from the the sequence thereof, use a ons of said property, change the perty, use said title, or any in connection with works or cholly or partially independent, change the characters in said the descriptions of the said ise all thereof in new versions, sequels in any and all languages, and obtain copyright therein, orld.

(f) To include mu of said prope. such version : and/or lyrics performers in

and to further include in any erpolations of musical compositions be performed and/or sung by the ; such version.

(g) mevietone misi tone operatio versions of a property.

The sole and / husive right to make musical comedy, operetta, open c and/or dramatic musical versions, comady, movietone operatte, movie-

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- (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.
- (1) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), receipt of which is hereby acknowledged.

intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and then hereby assign and set over unto the Furchaser any and all come and comes of action origing or resulting by reason of or taked upon such infringement or infringements, and does hereby

THIS AGREEMENT, dated this 12th day of October, 1944, by end between Colls TRAPHEND and JAMES 2. FISHER, both of Los Angeles, California, hereinafter designated as the "OTHERS" and THENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

#### WITHESSETH:

That, WHEREAS, the Owners, and each of them, represent and warrant that they, are the sole owners of an original literary composition (hereinafter referred to as the "literary property"), entitled "THIS IS THE LAT", in relation to which the following facts are true and correct:

- 1. The names of the authors of said liberary property are Coles Trapnell and James 5. Fisher.
- 2. Said liverary property is unpublished.
- 3. Said literary property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

and marrent that they have not jointly or severally adapted the said literary property from any other literary, dramatic or other mork of any kind, notices or description, nor have they copied or the job, sesset, remains or story of any other literary production excepting such material, increases, characters and characteristics as are in the public domain, and that said literary

property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

which that they are the exclusive proprietors throughout the world of the rights hereinafter granted, and have not jointly or severally assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, owner-ship and/or copyright of the said literary property or the rights hereinafter granted; and,

WHIREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do, and each of them does, hereby grant, convey and assign unto the Purchaser, its successors, licensess and assigns forever:

- (a) The sole end exclusive drematic and/or stage presentation rights and drematic copyright throughout the world in and to said literary property, and each ansevery part thereof.
- (b) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
- (e) The cole and explosive right, throughout the world, to medicalcally product, reproduct and license the

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reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

- (d) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright dramatic, motion picture, television, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, use said title, or title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new the said characters, and use all thereof in new versions, adaptations and separate in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (e) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
  - (f) The sole and exclusive right to make musical comedy, operatta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operatic, movietone operatic and/or dramatic musico movietone versions of said literary property.
  - (i) The sole and explusive ri hroughout the morld, to broadcast by means of the method generally known and described as television, or any masses alate out thereto, any of the versions of the said linearry property.

(h) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof:

SECOND: In full consideration of the rights herein assigned and granted to the Furchaser by the Owners, and each of them, the Purchaser shall pay to said Owners the total sum of One Thousand Dollars (\$1,000.00) which sum shall be payable, Five Hundred Dollars (\$500.00) to Coles Trapnell and Five Hundred Dollars (\$500.00) to James B. Fisher, receipt of which by said Owners, and each of them, is hereby ach owledged.

intention of the Owners, and each of them, to transfer to the Furchaser the rights hereinabove conveyed and granted, together with the moral rights of authors. The Purchaser shall, however, bunder no obligation to exercise or put to use any of the rights acquired hereunder.

muto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owners, and each of them, any and all suits and proceedings in law or in equity, to empire and restrain any infringerant over unto the Purchaser and end all cause and causes of section exists, or resulting by reason of or based upon such infringement

THIS AGREEMENT, dated this 13 day of October, 1944, by and between ALPERT MARKETHER and LVISA MARKA ALVAREZ, both of Los Angeles, California, hereinafter designated as the "CUMBRS" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

WITHESSETH:

That, WHEREAS, the Owners, and each of them, represent and warrant that they, are the sole owners of an original literary composition (hereinafter referred to as the "literary property"), entitled "THE DAYS ARE DARK", in relation to which the following facts are true and correct:

- The names of the authors of said literary property are Albert Mannheimer and Luisa Maria Alvarez.
- 2. Said literary property is unpublished.
- 5. Said literary property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

whereas, the Owners, and each of them, further represent and warrant that they have not edapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor have they copied or used the plot, seemed, exquence or story of any other literary production excepting and material, incluence, characters and characterisations as are in the

public domain, and that said literary property does not infringe on the common less or statutory rights of any other literary or dramatiwork; and,

whereas, the Owners, and each of them, further represent and warrant that they are the exclusive proprietors throughout the world of the rights hereinafter granted, and have not jointly or severally assigned, licensed or in any manner encumbered or impaire the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter arented; and,

whereas, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in ani to said literary property;

NOW, TEERIFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do, and each of them does, hereby crant, convey and assign unto the Purcheser, its successors, licensees and assigns forever:

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- (e) The sole and exclusive dramatic and/or stage presentation rights and aramatic copyright throughout the world in and to said literary property, and each and every part tearses.
- (i), The sole and evaluative motion and its rights and notion picture conveniet throughout the rorld in and to said literary property.

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- (c) The sole and explusive right, throughout the world, to methanically produce, regroduce and license the reproduction of spokes words taken from end/or bead upon the text or theme of seid literary property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompanisment of or supplementary to notion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

  (i) The sole and explusive right to make, produce, edept sell, lease, rent, exhibit, perform and generally
- (i) The sole and exclusive right to make, produce, adapt sell, lease, rent, exhibit, perform and generally deal in and with and to copyright dramatic, notion picture, television, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompanisant, and with or without the interpolation of nusical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, was said title, or any of its components in commention with, works or motion pictures wholly or partially independent of said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all lenguages, and to register and obtain copyright therein, throughout the world.
- (e) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be reformed and/or sung by the performers in any such version.
- (f) The sole and exclusive right to make musical comedy, operate, operatic and/or dramatic musical versions, movietone musical comedy, movietone operate and/or drumatic musical movietone versions of soid literary property.
- (c) The sole and explusive vi ht, throughout the worll, to brosting the seas of the method generally known and describe as taled sion, or any process enalogous thereto, and of the vorsions of the seid literary process.

(h) The sole and exclusive right, throughout the world, to broadcast by means of rails processes, or by any process sunlogous thereto, all or any parties or portions of said literary property, or of the motion picture or television version or versions thereof.

second: In full consideration of the rights herein assigned and granted to the Purchaser by the Owners, and each of them, the Purchaser shall pay to said Owners the total sum of One Thousand Dollars (\$1,000.00) which sum shall be payable, Five Hundred Dollars (\$500.00) to Albert Mannheimer and Five Hundred Dollars (\$500.00) to Luisa Maria Alvarez, receipt of which by said Owners, and each of them, is hereby acknowledged.

intention of the Gwners, and each of them, to transfer to the Furchaser the rights hereinabove conveyed and granted, together with the moral rights of authors. The Purchaser shall, however, or under no obligation to exercise or put to use any of the rights acquired hereunder.

EDUATE: The Owners do end each of them does hereby grant unto the Purchaser the free and unrestricted right, but at the curringer's own cost and expense, to institute in the names and on behalf of the Owners, and each of them, any and all suits and proceedings in lew or in equity, to enjoin and restrain any infringerant; of the right herein country, such do hereby assists and set on a grant the furnament and all cause and causes of action and set or resulting by remand of or besed upon such infringement

THIS AGREE DIT, dated December 15t, 1914, by and between LARVIH BURGUSHY, of Los Angeles, California, hereinafter designated as the "CHIER" and TWENTIETY OF TURY-FOX FILL CORPORATION, a New York corporation, hereinafter designated and the "FURCHASER",

### HIZHESSETH:

That, UMBREAS, the Comer represents and warrants that he is the sole owner of an original literary conscrition (Fermi - after referred to as the "property") entitled "THE LOUISE COUNTY", in relation to which the following facts are true and correct:

- 1. The name of the author of said property is Larvin scrowsky.
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No compright has been effected, nor has any other relation relating to copyright protection been made.
- 5. No motion sicture or dramatic presentation of said property has been manufactured or presented, and

medical, the tymer further represents and warrents that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production, excepting such material, incidents, characters and characterizations as are in the public domain, and that said property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

mentals, the Comer further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no cutstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

wheneas, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinefter granted in and to said property;

NOW, INDREFORT, in consideration of the foregoing representations and warranties, and or the respective coverants and agreements of the parties hereto, it is hereby AFRETD as follows:

which the Furchaser, its successors, licensees and essions forever, all the right, title and/or interest of the Cwner in and/or to said property, including, but not limited to, the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.
- (c) The sole and exclusive motion nicture rights and motion picture copyright throughout the world in and to said property.

- (d) The sold and enclosive right, throughout in world, to mechanically present, and or and in the reproductive of spales world to so from and/or instead upon the text or three of raid property, on records, flact or other devices distinct and reproducing sold reproducing the first property of the text of the
- (a) The sel and excinctive with the selection of alapt, sell, here, root, addition to committee the selection of the selectio
- (f) To include muclosk such position to in any fraction of said or party, and to part or include in any such version in trapelations of unital compositions and/or lytics to be performed to lyte such by the partor one is any such version.
- () The sale and unclusive might to make marical summit, operates, operatic and/or drawatic musical vertices, novietons runded as any, movietons operated and or drawatic musico movietons yearstons of said property.
- (h) The sale and enclosing right, throughout the world, to provide the sould as the sale of the control of the

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(1) The sole and one police of the control of the world, to encuerate a community of the process, or to one process with a fact the control of the solice plates of the solice plates or television variety or very law or very four fact. I.

arriand and printed to the Perchase by Williams, the containing to the Common the Land of T. N.T. 1971and to Land (.11,000.00) receipt of which is horsely acknowledged.

intention of the Owner to transfer to the Farehaute of the of the distance of the Owner throughout the world in such to each or to ether with the moral rights of extrems; it is in the order of the owner, that the Farehaute shall be a sent to the time to mercies or to jut to were my of the rights continued in the formular.

The free and unrestricted right, which she have south and and appears, to institute in the name and or behalf of the common and all suits and proceedings in law or is squity, to mist and restrain any infringements of the rights bearing proceding must be rights bearing proceding and set even unto the Putcheser any and all cause and causes of motion arising or resulting by remain of the case upon such infringement or infringements, and does hereby assign and not over unto the Putchese any and all recoveries obtained in any such such settle as in any amanor inter that he with such litigation if irought, and the Furcheser laws berety agree to

THIS ACKERILAT, dated February 137, 1945, by and how tween ALDIAT DELOND, of Los Angeles, California, hereinafter designated as the "OWNER" and THENTIATE CENTURY-FOA FILM COMPONITION, a New York corporation, hereinafter designated as the "PURCHASER",

#### WITHESSETH:

That, WHEREAS, the Owner represents and wer are is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "SHOOK". in relation which the following facts are true and correct:

- 1. The name of the author of sail promerty is Albert dellord.
- 2. Said property is unpublished.
- 3. Said property is uncopyrighted.
- 4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
- 5. No motion picture or dramatic presentation of said property has ocen and the presented, and

he has not adapted the said moverty from any other little matic or other work of any kind, nature or description, nor the copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characterizations as are in the public domain, and that said

property does not infringe on the common law or tatutory rights of any other literary or dramatic work; and

is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any more ner encumbered or impaired the said rights, nor committeed any set by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said process ty or the rights hereinafter granted; and

whereas, the Furchaser, relying upon said representations and warranties, desires to acquire the rights heroinafter grant in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective convenants and a prevenents of the parties hereto, it is hereby AGREFD as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever. all the right, title and/or interest of the Owner in ani/or to said property, including, but not limited to the following rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.

- (c) The sole and enclusive motion picture rights and motion picture copyright throughout the world in and to said procesty.(d) The sole and exclusive right, throughout the
  - (d) The sole and exclusive right, throughout the world, to exchanically produce, reproduce and license the reproduction of spoten words taken from and/or based upon the text or there of seit property, on records, files or other devices designed and/or used for the turpose of producive and reproducing sound in synchronise with, accompanishent of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the tent, these and/or dialogue contained in said property.
- (e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, televician, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to edd to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
- (f) To include susical accompaniments in any version of said property, and to further include in any such version interpolations of susical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (3) The sole and exclusive right to make musical comedy, operatia, operatic and/or dramatic musical versions, movietone amsical comedy, movietone operatia, movietone operatic and/or dramatic musico movietone versions of said property.

- (h) The sole and exclusive pickt, throughout the world, to breadeast by means of the modern generally known and nescribed as television, or any process analogous thereto, say version or versions of the said property.
- (1) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of CHE THOUSAND TWO HUNDLED AND FIFTY DOLLARS (\$1,250.00), receipt of which is hereby asknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Furchaser shall be under no obligation to exprcise or to put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant into the Furchaser the free and unrestricted right, but at the Furchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Furchaser any and all cause and causes of action arising or resulting by reason of cr

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THIS AGREEMENT, dated the 10 day of June, 1945, by and between MARY A. STURE-VASA (professionally known as MARY O'HARA), of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

#### WITNESSETE:

That, WHEREAS, the Owner represents and warrants that she is the sole owner of a literary composition, exclusive of all material, incidents, characters and characterizations contained therein as are in the public domain (said composition exclusive of the abovementioned public domain matter is hereinafter referred to as the "literary property"), which is as yet untitled and uncompleted but which upon completion will be in novel form and concern one "(1) or more horses and the usual complement of human characters which novel shall be of the same general nature and have the same general appeal as her former stories entitled "MY FRIEND FLICKA" and "THUNDERHEAD", and which may or may not be a sequel to either or both "MY FRIEND FLICKA" and "THUNDERHEAD", and in relation to which "literary property", the following facts are true and correct:

- 1. That the name of said author of said literary property is Mary A. Sture-Vasa (professionally known as Mary O'Hara).
- That said literary property is unpublished but it is contemplated that said property will upon its completion and delivery be published in book form by J. B. Lippincott and Company.

full satisfaction of all claims for damages by the Purchaser, or assigns, and thereafter this contract shall be of no force or effect.

SECOND: The Owner does hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever:

- (a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.
- (b). The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.
- (c) The sole and exclusive right to make, produce, adapt, soli, lease, rent, exhibit, perform a generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

To include in any version of said literary (d) property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such vorsion. The sole and exclusive right to make movietone musical comedy, movietone operatte, movietone operatic and/or dramatic musico movietone versions (e) of said literary property. The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property. (g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production thereof based on said literary property. Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years

after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

THIRD: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the following:

> The sum of Five Thousand Dollars (\$5,000.00) (a) concurrently with the execution hereof, receipt of which is hereby acknowledged.

.MEREAS, the undersigned LOUIS B. MICHOLS, of hew York, Now York, (hereinefter called the "Seller") represents and warrants to THENTIETH CENTURY-FOR FILM CORPORATION, a New York corporation, (hereinafter called the "Purchaser") its successors and assigns forever, that he is the exclusive owner and author of an original story entitled "THE GREAT SETRAYER", (hereinafter called the "literary property"); that he has heretofore delivered to the Purchaser the manuscript of the literary property, consisting of twenty-seven (27) typewritten pages; that the literary property has not been published anywhere in the world and that no application for statutory copyright in the literary property has been made and that no statutory copyright has been effected therein anywhere in the world; that no motion picture or dramatic presentation of said literary property has been manufactured or presented; that the Celler did not adapt the literary property from any other literary, dramatic or other work of any kind, nature or description, nor did he copy or use therein the plot, scenes, sequence, or story of any other literary work; that said literary property does not infringe upon the common law or statutory rights of any other literary or dramatic work; that said literary property does not violate the common law or statutory rights of any person, firm or corporation, and that the literary property is not in the public domain in any country of the world; and

THEREAS, the Seller further represents and warrants to the Furchaser, its successors and assigns forever, that the Seller is the exclusive proprietor, throughout the world,

of the right: hereinarter granted; that the Beller has now encumbered or impaired the said rights, nor committed any act of cuiscien or commission by which the same could or will be diminished or impaired, and that there are no outstanding claims or litigation pending against or involving the title, comership and/or copyright of the literary property, or the rights hereinafter granted.

NOW, THEREFORE, the Purchaser, relying upon the foregoing representations and varranties, and in consideration of the sun of Seventy-Tive Hundred (\$7500) Dollars, (of which amount, Three Thousand (\$3,000) Dollars has heretofore been paid, and Forty-five Hundred (\$4,500) Dollars is paid herewith) paid by the Purchaser to the Seller, receipt whereof the Beller hereby zeknowledges in full, the Seller hereby grants, conveys and assigns to the Purchaser, its successors and assigns forever, the literary property and all rights of the Seller, throughout the world, of every kind, nature and description, including, without limitation, worldwide common law and statutory copyright therein, and the right to apply for and obtain copyright renewals therein.

The Seller hereby authorizes the Furchaser, its successors and assigns, to add to and subtract from the literary property, to adapt one or more versions thereof and to add thereto and subtract therefrom, to change the sequence and/or title and/or characters and/or description of the characters of the literary property, and to use fay

and all of the close to at parts of the literary property in any and all languages, throughout the world, in connection with other works or notion pictures, wholly or partially independent of the literary property, and to register and obtain copyright therein, throughout the world.

The Seller represents and warrants to the Purchaser that the Federal Bureau of Investigation has approved the publication of the literary property and the use thereof in motion picture and other productions.

Purchaser, or its successors or assigns, to execute any and all further assignments or other documents to convey to the Purchaser said literary property and all of said rights therein, and to perfect all copyrights and renewals thereof and other rights, throughout the world, in and to said literary property. Upon any failure of the Seller to take any action and/or to execute and deliver any document hereunder, the Seller hereby authorizes the Purchaser, its successors and assigns, to take such action and/or to execute said documents in the name of and as the attorney-infact for the Seller.

The Seller hereby assigns, transfers and conveys the literary property and all of its rights therein to the Purchaser, its successors and assigns forever, without reservation, cond tion or limitation of any kind whatever, and no rights, interests or claims of any kind, nature or description, including, without limitation, the so-called moral rights of authors in the literary property are reserved.

to the Seller.

IN WITHERS WERREOF, the Seller has caused these presents to be executed this 23 day of July, 1945.

Louis B. Michols

STATE OF CALIFORNIA ) SS.

on this day of July, in the year 1945 before me,

a Notary Fublic in

and for the said County and State, residing therein and duly
commissioned and sworn, personally appeared LOUIS E. NICHOLS,
known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal on the day and year in this certificate first above written.

Notary fublic in and for the C. unto of Los Angeles, State of California

### AGBETTTE

THIS ACTION, dated Pecomber 10, 1040, by and between PRESSON STUDIES, of Les Angoles, Collfornia, hereinefter designated as the "SAMER" and Parational Community of the Corporation, hereinefter designated as the "SAMERASER",

## ALTHESSETT.

That, THERMAS, the Paper represents and warrants that he is the sole proprietor of an eriginal literary composition estitled "MATRIX" (hereinafter referred to as the "literary property") in relation to with the following statements are true and correct:

- 1. The sole author of cold literary property 10 gugst w no. 3503.
- 2. Said litarory property la ungublished.
- S. fold literary property has not been replacered for copyright.
- 6. No motion picture or dramatic presents ion of said literary property has been canalectured, presented, or sullerized; and

he has not adapted the said literary departy from any other literary, drumntle or other work of any kind, nature or description, nor has he copied or used the pict, scenes, esquence or story of any other literary, dramatic or other work, and that said literary property wook not infringe on the common law or statutory copyright in any their literary, or dramatic work weatherover, and that said literary property contains no material that is libelous or viciative of the right of privacy of any parace, and that the full use

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of any and all rights hereinafter granted in the literary property would not violate any common law or atstutory right of any power. firm or comporation; and

he is the exclusive proprietor throughout the world of the rights hersinafter granted, and has not contined, licensed or in any manner encumbered or impaired the said rights, nor committed any set by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending eminat or involving the title, observing and/or comprise of the said literary property or the rights hersinafter granted; and,

end warrentide, desires to acquire the rights hereinofter granted in and to said literary property;

presentations and verranties, and of the respective covenants and ogrammats of the parties hereto, it is hereby AGREED as follows:

unto the archeser, its successors, licensees and assigns forevers

- (a) The sole and exclusive motion deture rights and motion picture copyright throughout the world in and to said literary property.
- (b) The sole and exclusive right, throughout the world, to machenically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of sold literary property, on records, films, or other devices designed and/or used for the jurious of producing and reproducing sound in synchronism with,

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coordaniment of or supplementary to metion pictures and/or tolevisies productions, using for that purpose all or a part of the text, thems and/or dialogus contained in said literary property.

- (a) The cold and unclusive right to make, preduce, adopt, soll, leads, reat, whilst, perform and controlly deal in and with and controls to the picture and television versions of said literary property, or any part or perfect thereof, and of the characters and characterizations contained therein, with or eithout sound accompanishent and with or without the eithout sound accompanishent and with or without the interpolation of musical numbers therein, and for such purposes to make to and amburnet from the literary property, to add to and amburnet from the literary property, change the sound literary property, and said change the title of and literary property, not said title, or any or its commants, it, commented that title, or any or its comments, to connection the contact of call literary property, then a the pendent of call literary property, change and characters in only literary property, change and descriptions of the said convectors, and use all thereof in new versions, adaptations and secured in any and all larguages, and to rejecter and casain copyright therein, the median the world.
  - (d) To include in any version of said literary property musical newletche accompaniment, and to further include in any such version interpolations of musical chuce in any such version to be performed ant/or compositions ant/or lyrics to be performed ant/or sun, by the performers in any such version.
  - (e) The sole and exclusive right to make movietone remained compaly, movietone operate, movietone operate analysis draustic amaign movietons vargions of raid literary property.
  - (f) The tole and emclurive right, throughout the world, to broadcast by means of the method generally have and described as television, or any process analogue therete, the literary property or any version uncrease.
  - (b) The sole and exclusive right, towardhout the carly, to breadent by means of radio processor, or any process stategoes thereto, the literary property, or any version thereof.

# AGERREE OF SAFE

## WITHESSETH:

That, WHERTAS, the Owners represent and warrant that they are the sole proprietors of an original literary composition (hereinafter referred to as the "literary property") entitled "SWIMANDOS" in relation to which the following statements are true and correct:

- 1. The names of the authors of said literary property are Frank DonShue and Robert Johnson, and the said authors collaborated in the writing of said literary property;
- 2. Said literary property is unpublished;
- 3. Said literary property has not been registered for copyright;
- 4. No motion picture or dramatic presentation of said literary property has been manufactured or presented; and

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements, of the parties hereto, it is hereby agreed as follows:

FIRST: The Owners, jointly and severally, do hereby grant, convey and assign unto the Purchaser, its successors, licensees and assigns forever, the literary property and the entiringhts, title, interest, ownership and copyright throughout the world therein; including, but not limited to, all of the so-called imoral rights of authors, and the following specific rights:

- (a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.
- (b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.
- (c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.
- (d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or surplementary to motion pictures sni/or a part of the text, theme and/or dialogue contained in said property.

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- The sole and explusive right to make, produca. (e) adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, cramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to acapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thoreof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
  - (f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
  - (g) The sole and exclusive right to make musical comedy, operatia, operatic and or dramatic musical versions, movietone musical comedy, movietone operatia, movietone operatic and/or dramatic musico movietone versions of said property.
  - (h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any version or versions of the said property.
  - (1) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

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ARREST, of the Otto of Los to, less, doubte of Los Angeles, and John Angeles, County of Box Angeles, State of California, and SACH (Classics), of the City of Los Angeles, County of Box Angeles, State of California, noreinsteer called the "Chirale", and Distribute California, noreinsteer Called the "Chirale", and Distribute Called the "FU (Chirale", and Distribute Called the "FU (Chirale).

#### WIRELESSIES:

That, While it is two exclusive propriesors and material back that are jointly, the exclusive propriesors of that cartain literary and/or dramatic work, to wit, a story, treatment and coreenplay, entitled "SCLVIST LAND" (which ork is hereinshor called the "literary property", or the "property") with reference to which property the following eletements are true and correct:

- (1) The sole authors of the property are Anna hanger and Jack Pollenfon, who collaborated in the creation and composition thereof;
- (2) The property has never been published, produced or performed, as of the date of this agreement, and no agreement or conmitment for the publication, production, performance, exhibition or other explaination or use thereof has ever been entered into prior to the data of this agreement;
- (3) The property has not corn registered for copyright in any country of the world; and

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ACI Manustan, in sensition that the torogets, bu sentations and warranties, and of the respective covenants to agreements of the parties hereto, it is hereby egreed as follows: FIRST: The Comerc Co hereby great, ecovey end ucelya unto the Furchaser, its successors, licencees and assigns forever, all rights of whatever kind or character throughout the world in end to the property, except the general publication rights and general radio rights hereinalter expressly reserved unto the Genera. The rights hereby granted auto the Furshaper shall be Commed to include each and all of the following rights: (a) The pole and emploitive dramatic and/or store presentation rights and dramatic copyright throughout the world in and to said property,

- and each and every part thereof.
- The sole and exclusive rotion gisture rights (b) and motion picture copyright throughout the world in and to said property.
- The sole and explusive of ht, throughout the world, to medianically produce, reproduce and license the reproduction of spream words taken from an Wor based upon the tex or theme of said property, on records, files or other devices designed and/or used for the surpose of producing and reproducing cound in synchronism with, ac-companisment of or supplementary to motion pistures ant/or television production, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.
- (d) The sole and exclusive right to make, produce, edept, sell, lense, rent, entitit, perform end generally deal in and with and to copyright Crematic, motion picture and/or televicion idaptetions or versions of said property, int of the characters and characterisations con-

with or vitibut some come want emanaged or without the interpolation of some unique of the position of some unique consists and the interpolation of some unique consists and the interpolation of some constant of the consists of the constant of the some authors of sold property, to the constant authors of sold property, the constant of the sources where the constant of sold property, change as sold bittle or no of its components in ordered particles with a some nection with works or notice platures whell the constant sold property, change the characters in said property, change the said thereof in new versions, deptables of the said characters, and are all thereof in new versions, deptables of the languages, and to register and obtain regarded therein, a made bout the world.

- (e) To include musical accompaniments in any vercity of which property, and to further include in any such version datempointment of much of compositions and/or hyrics to be performed and/or song by the performers in any such version.
- (f) The cole and exclusive right to make musical comedy, operate, operate rudyon dramatic musical versions, movietone musical coredy, novietone operate sad/or dramaticorasical revietone versions of said property.
- (g) The sole and explusive right, throughout the world, to breadcast or exhibit by means of the method generally known and described as talevision, or the process enalogous thorate, any version or versions of the said property, whether from rotion picture film, or from living actors, or otherwise.
- (h) The right to broadcast by means of radio processes, portions of the property, or of the rotion pictual version or versions thereof, in conjunction with or exploitation of or as an advertising medium or the-up with the production, enhibiding end/or distribution of any motion picture, television, or dramatic play or other dramatic profession based on the property. Emests as

the to me the breaking and appearing to the form of the control of

SICCUD: The full consideration is able by the Parensacr to the Common for the rights berein assigned and granted to the Parensacr by the Common shall be in the total amount of Severage Thousand, sive Eundred Dollars (.17,800.00), payable as follows:

- (a) The sem of Co. Thousent, Pive Eundred Dollars (\$1,500.00) heretgians said by the Furcheser to the Common in connection with the regularities by the Furcheser of an option to dequire the rights herein above assigned and practed, the prior receipt of which and swells hereby acknowledged by the Comercy
- (b) The sum of Sinteen Thousand Dollars (.18,000.00) payable of on the execution hereof, receipt of which is hereby admonabled by the Cemera, and accepted by the Cemera, and full discharge and acquittance of the entire obligation of the Furchaser to pay any money to the Cemera or to either of then hereunder.

rights with respect to the property, in the form specifically identified in the recitals hereinabove set forth, shall apply and be fully effective as to any and all redrefes, revisions, arreasements, adeptations, or other versions of the property that are have been heretofere written on that may be written in the future.

Ods.

THEO Marchaller, cause or insection of the Composition by and between 1820 Marchaller, there is the 1820, a Composition organized under and emissing by virtue of the laws of the content that (all hereinster days and as "Sollers") and THENTENTH CHATTERY OF FIRM CORTERIES.

(hereinster designated as "Purchaser") a composition organized under and emisting by virtue of the laws of the state of Mar Years.

## HITHERRE H:

AMERICAS, the sellers represent and warrant that there are the sele and enclusive consers of an original motion pleasure placetally in completed form entitled "The maintain, which review platture bears the Notion Hebburg Producer's Association Certificate No. 14,090, tegether with all literary, story and music materials centained therein, and all rights of every kind and character therein and thereto, and all negative and positive film material which may have been exposed or printed in connection therewith, and all of the direct and indirect materials and rights pertaining thereto, which notion picture photoplay and the story materials, including the screenplay upon which the motion picture photoplay is based, tegether with all marked material contained in said motion picture photoplay, and all other photopressio, angled and literary importable composal or

Tollows:

envey and assign unto the purchaser, its successors and acsigns forever, all the right, title and/or interest of the
sellers, and each of them, throughout the world, in and to the
property, including, but not limited to the otion picture tentatively entitle of "the Chipsel", all file interial photographia
or printed in connection therewith, and all musical and literar
included therein, and all rights throughout the world forever
included therein, and all rights throughout the world forever
in and to any and all of said property and materials constituting
the same without restriction or limitation of any nature whatenover, including but not limited to the following:

- (a) The sole and enclusive dramatic and/or stage present tion rights and dramatic copyright that ighout the world in and to said property and each and every part thereof.
- (b) The sole and enclusive right, throughone the world, to rabblish, advertice and soll sold property in any action and/or manner the purchasen my detire.

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- (A) the bulk of the content of the c
- (c) The table well anchorive of the be make, the make any make a make a translative decay in and which end to constitue to later the decay in and which end to constitue to later the later the later the make the make the make a product and the make a contained and the contained and the make a part the make the contained districts and a contained districts about a contained and contained and a contained and the interpolitation of the make the interpolitation of the make the interpolitation of the add to and the make the first the interpolitation of the add to and such act from the property, channed the necessary when act from the project, channed the necessary was able to the make the translation of the tables of the tables of the tables of the tables of the property, change the conscious of the table of the property, change the decay of the contained the decay of the decay of the contained the decay of the contained th

The sole in one ones of the Orac dispe-(:) postalone of selection to the contract the contract that the contract the contract that the contract the contract that t Mondre of July various the thousand or conserving, or add that there is no consider, or conserving, together which the results be acceptable, populate addition position and generalize continues in the conservation. tiloni, ran resultan, coquato, remains, reaction, foreign versions and apperlacement torologic. ball property, with or without source accommende mond and vivis or wholesal the independence t musical numbers shortly, to add to and subspace from the property, change the sequence thereet, alver, cus, cais, readit, relates at a aur part or engine of hald present that of any copy, the resident version, remain or action control property, to change the studen of suid property, and beld titles or any of their semements in connection with works or moules property, and so replace ter and obtain copyright therein throught to deal in the world, together with the right to deal in and with all positive and negative prints of the property electeded, in they marmon the purchaser, its successors and/or assigne may desire.

- (a) To include musical accompanions in any version of said property and to further include in any such version interpolations of masical compositions and/or lypics to be performed and/or sund by the performers in any such versions.
- (h) The role and employee withit to rate muchoul condit, operation, eport to enclor desirable musical variations, movietees employee movietees enough to envision movietees enough to envision movietees expensive movietees expensive movietees expensive movietees revised movietees versions of acute property.

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- (j) Fig mights, blace houds the world, to broadcash by mother of these process, or by any process analogous the south the site of the messen picture of talevicion version or versions thereof.

EDECID: In full consideration of the rights herein areigned and granted to the parents r by the schlore, and each of them, the parents r but to the schlore, and each schore fruith, jointly, the search one Dundred Trensy-Pir Them. Dolkars (0125,000.00), consurrantly with the execution of this agreement, receipt of which is hereby as more ledged.

Intention of the cellers, and each of them, to transfer to the purchaser all of the rights of the cellers, and each of them, throughout the world in and to call property, including the musical material and sercemplay, and including the mesical material and sercemplay, and including the meral rights of authors; it being understood and agreed, however, that the purchaser shall be under no obligation to emercise or to put to use any of the rights acquired her anter.

Mos free and unrestrated of right, but at the purchase to cook

by risk between Syril hard and alleters Dalwers, of the County of Los Angeles, State of California, nerolaarter collectivity referred to its the "Conors", and Twentieth Century-For Film Comperation, a New York composition, nereinafter referred to as the "Purchaser",

#### WIRELSSETH:

That, NHERE A. the Comero represent and warrant that they are the sole and exclusive proprietors, throughout the world of that certain original literary work, touit: the story entitled "HAND ACROSS THE SIM"; and

WHEREAS, the Gamers represent and warrant that the following facts are true and correct with respect to said literary work:

- (1) The cold authors of said literary work are the said Opril Huma and Richard Maibana (the Owners herein).
- (2) Said literary work has not been published in any manner in any place in the world; no copyright relation to said literary work has been effected, and no registration relating to copyrating proceeding thereof and been made; no modion picture or dramatic version of said literary work, or any rate thereof, has been manufactured, presented or authorized; no radio or

and a continue, is hereby coll, grant, converted and and the taste the Porentser, les succescore, licensect and assigns for ver, the said preparty and and ri tito whatscover lookein, throughout the world, including the right of copyright and the right of copyright renewal in said property, subject only to the radio rights reserved by the Comors under Artisle Third of this Agreement. SECCED: Mithout in any wips limiting the grant by the Comers to the Purchaser under Article First of this Agreement, and subject only to the provisions of Article Third of this Amesment, the Comerc, and each of them, intend, by this Agraeme t, and do hereby sell, grant, convey and assign unto the Purchasor, its successors, licensees and assigns forever, each and all of the following rights in said property, to wit: (a) The sole and enclusive right, throughout the world, to print, reprint, publish, copy and/or vend said property, in any and all languages, in any form or media, and in any style or manner the Purchaser may desiro. (¿) The sole and exclusive dramatic and/or stago presentation rights and dramatic copyright, throughout the world, in and to said property, and each and every part thereof. The sole and anclusive motion picture rights and notion picture copyright, throughout the world, in onl to said (c) property. COPY AVAILABLE -1:-ONLY COPY AVAILABLE

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process of liested to recognize a final services of the control of the contr

- (e) The sole and emplosive right to make, produce, adapt, sell, leade, rest, and hibit, perform and generally deal in and with and to compaight litterary deal in and with and to compaight litterary deal in and with and to compaight litterary deal in and with and to compaight enteries, madical, modify notes adaptations or versions of said property, and of the characters of a few little and accompanisment, and with an without a mand accompanisment, and with an without as and accompanisment, and with an without the interpolation of antical manhor thereof, and for auch runpeces to adapt one or more versions of said property, to add to and subprace from said property, change the acquences there of, use a portion or partions of said property, change the title of said property, whose the bitle of said property, alongs the characters in said property, change the descriptions of the said characters, and use all thereof in now versions, runales, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.
- (f) The sole and exclusive right to include in any version of said property musical meviators accompanished, and to nurther

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- (a) The role that recharging of the tell panels of the color tells of
- (h) All of the television (including binasacre)
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  or version thousast, by mount of television,
  or by any process, now or horseiter ferrical
  analogous thousast, from living cators, retien
  pictures, film analogs other ferricas.
  - (i) The right to broadcast by means of radio processes said property, or any name or version district, in conjunction with or employment of an as an adversage or tis-up with the production, identification and/or emploition of any metion pictures, including televised metion pictures, produced hereunder.

THEO: The Cumers reserve unto themselves only the right to breadenst said property by means of radio processes.

It is agreed, however, that, except for the grant to the Furchaser of these certain radio rights described in Article Second hereof, the Cumers chall not authorize or parall said property, or any part or version thereof, to be breadenst by any such method or means furing the period contaments on the date of this Agreement.

and the state of

#### WILLIAM INCE

-and-

TWENTIETH CENTURY-FOX FILM CORPORATION

#### AGREENENT

TEUS STOP

DATED: March 23 , 1955

Modification Attached.

TWENTIETH CENTURY-FOX FILM CORPORATION
LIGAL DEPARTMENT
444 West 56th Street
New York, N.Y.

No. William Inge o/o NOA Artioto, Ltd. 198 forion Avenue New York 23, New York

#### Pá: "Tua amop"

Dogr Mr. Ingo:

Reference is made to the Agreement, dated January 12, 1961, between you and the undereigned. Twentieth Contumy-Jan Film Comporation, under which the undereigned acquired the option therein specified with respect to the production of a televicion series utilizing the literary material and title "materials".

This will confirm that the undersigned has ensucioned the option contains in said Agreement to produce a televipion period utilizing the appropriational enteriol.

will you bindly colmostedge receipt of the foregoing confirmation of exercise of option by your signature on the copies of this letter and return such copies to the undersigned.

Very truly yours,

THENTISTH CONTUNY-POR PLUM CORPORATIONS

Dy SI John D Darr

ats AUTHORIZED AGENT

Form Approved

20th Century

Fox Film Corp.

Legal Department

/5/0/00

Date: 1124 27 1931

The timely receive of the foregoing configuration of tuercice of cytica is because as mountained.



O'S M. SKOURAS

# TWENTIETH CENTURY-FOX FILM CORPORATION HEAD OFFICE 444 WEST SOTH STREET, NEW YORK 19, N.Y. BHANCHES IN ALL PRINCIPAL CITIES OF THE WORLD TELEPHONE COLUMBUS 5-3320 CABLE ADDRESS, CENTFOX NEWYORK

January 12, 1961

Mr. William Inge c/o MCA Artists, Ltd. 503 Madison Avenue New York 23, New York

Doar Mr. Inge:

This letter when signed by you, will confirm our mutual agreement and understanding relative to the use of the literary material and title "BUS STOP", for a proposed television series to be produced by us or our subsidiary corporations, and other matters relating to said proposed television series as hereinafter set forth and for which you shall receive a consideration of Five Thousand Dollars (\$5,000.00) upon the execution of this Agreement. We shall have the option, exercisable in writing, for a period of one year from the date of this Agreement, to enter into the production of said series as set forth below. In the event we fail to exercise said option, the Agreement of March 23, 1955, shall remain in full force and effect. It is contemplated that we shall produce twenty-six (23) one (1) hour episodes for network broadcast during the 1961 and 1962 broadcast season but, of course, we shall be under no obligation to do so. In the event we exercise said option, this Agreement shall remain in full force and effect as long as we produce said television series. The terms and conditions relative to our use of the literary material and title and other matters relating to the proposed television series shall be as follows:

1. Reference is made to that certain Agreement, dated March 23, 1955 (hereinafter sometimes referred to as "the Basic Agreement"), whereby Twentieth Century-Fox Film Corporation purchased from ye, motion picture and allied rights in and to your previously published stage play entitled "BUS STOP", and especially to the provisions of Article Eighteenth (e), relating to sequel rights in and to said property.

In relation to the use of the aforementioned literary property, it is agreed as follows:

(A) In consideration of the payments hereinafter set forth, and notwithstanding the "sequel" provisions of the Basic Agreement, which shall not be applicable to said television series, Twentieth Century-Fox Film Corporation, may produce a television series based upon said property and may utilize

and characters the literary material/contained in "BUS STOP", but shall not be obligated to, as the basis of said series.

- (B) We shall have the right to use the title and characters of the play in connection with the title of said television series whether or not any part of said literary material is utilized.
- 2. At such time as we submit to you our proposed shooting script for the first episode or pilot of the proposed television series, you shall inform us in writing of whether or not you desire credit on each episode of said television series. If you desire credit on said series, such credit shall be as follows: "Based Upon The Play By William Inge". However, if the series is not based upon the play, then such credit shall read: by material by William Inge". Said credit shall appear on a separate card in size and type and prominence equal to that given to any other personnel on said series and with exposure on the screen equal to that given to any other personnel. In the event an audio credit is given to any personnel on the series other than a star or guest star or other than any credit concerning the title of said series, then you shall receive audio credit. You shall receive credit in any paid advertising (except group list or teaser) under our control or under the control of the licensee for network broadcast but only in the event that the producer, director or any other writer connected with the program receives credit in said advertising. It is agreed that you shall receive such credit in size of type and prominence equal to that of the producer, director or writer, whichever is the largest; provided, however, the failure of any third party to provide for such paid advertising credit shall not be deemed a breach of this Agreement by us. Any such credit hereunder shall be discontinued by us upon a reasonable time following written notice from you to us. Any such credit agreed upon under this paragraph shall supersede the credit provisions of Article Fourteenth of the Basic Agreement.
- 3. In the event we produce said television series, you shall serve as Associate Producer on said television series during each production year. Such service shall be rendered either alone or in collaboration with another or other artists and/or executives in such manner as we may direct under our instruction and control. At any time that you may desire to terminate your services as Associate Producer, you shall notify us of your intention to terminate said employment in writing, and within a reasonable time thereafter, you shall be under no further obligation to render such services.
- 4. In the event we produce said television series, you shall serve as Story Consultant on said television series and from time to time shall advise us in connection with the production of said series. We shall submit each script of such series to you and you shall have the right but not the obligation to make comments and suggestions in connection therewith but we shall have the sole right to determine if and to what extent we shall adopt the of your comments or suggestions. Said services may be rendered in Los Angeles, California, or such other place as you may desire. During such times as you are rendering services at our studio in California, under our direction, we shall pay you living expenses of Fifth Dollars (\$50.00) per day and you will be furnished with first-class round trip transportation from New York City to Los Angeles, California. In the event you are not available at our studio for consultation, you shall from time to time advise us either

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by telephone or by letter, if requested by us. In any event, you shall not be required to report to our studio. At any time that you may desire to terminate your services as Story Consultant, you shall notify us of your istention to terminate said services in writing, and within a reasonable time thereafter, you shall be under no further obligation to render said services. You may terminate your services as Story Consultant and remain as Associate Producer, or at your election, you may terminate your services as Associate Producer and remain as Story Consultant, or if you so desire, you may terminate both at the same time, however, any such termination shall not affect our obligation to pay the One Thousand Dollars (\$1,000.00) per episode as provided below.

For each episode of said television series which we produce, we shall pay to you, in care of MCA Artists, Ltd., as Agent for William Inga, the sum of One Thousand Dollars (\$1,000.00) per episode for all rights and services under this letter amendment (except there shall be no such payment for the pilot episode of said series). We guarantee you payment for the initial network sale for twenty-six (28) episodes of said series less the number of pre-emptions not to exceed three pre-emptions. Said One Thousand Dollars (\$1,000.00) per episode shall be deemed full compensation for the use of the basic property, title and for all services which you shall perform on said series, in accordance with this letter amendment. Each such payment shall be made within ten (10) days after the completion of principal photography of the particular episode involved. In the event that the payments to you amount to more than Fifteen Thousand Dollars (\$15,000.00) during any calendar year, then such excess over Fifteen Thousand Dollars (\$15,000.00) shall be deferred until January 10 of the next succeeding year or years, as the case may be. All such payments shall be made as above and the provisions of Article Eighteenth (e) of the Basic Agreement shall not apply to this letter amendment.

This Agreement shall inure to the benefit of our successors and assigns but, in the event we assign said Agreement to a subsidiary, we shall, in the event of default, nevertheless remain liable for any payments hereunder.

All rights to the title "BUS STOP"/not specifically granted or and literary material and characters under the Basic Agreement are specifically reserved to you for your use and disposition. However, we acknowledge that you make no representation or warranty with respect to our right to use the title "BUS STOP" except that you warrant that you have not granted the right to use said title in connection with the television series to any other party.

Five years from the date of this Agreement or three years subsequent to the network telecast of the last episodes of the series produced herein, whichever is the leter, you shall have the right to utilize the literative "Title "DUS STOP" for a television series and, in the event you utilize said title, we agree that if you so request in writing, we will change the title of our series on non-network usage (syndication) so that the words "DUS STOP" ure not a part thereof. However, nothing herein shall be construed to limit our right in said title funder the Basic Agreement.

Except as herein specifically modified, all of the terms and conditions of the Busic Agreement of March 23, 1955, shall remain in full force and effect.

Kindly confirm our mutual understanding of the foregoing by your signature under the words "Accepted And Agreed To" at the end hereof.

TWENTIETH CENTURY-FOX FILM CORPORATION

Telle Muntte

Its Vice-President

ACCEPTED AND AGREED TO:

(369)

this 23 day of March, 1955, by and between WILLIAM INCE.

(herein called "Seller") of New York, New York, party of the

first part and TWENTIETH CHMTURY\_FOX FILM COMPORATION (herein

called "Purchaser") a Delaware corporation with offices at

144 West 56th Street, New York, New York, party of the second

part;

# MITMESSETH:

chaser that he of sole author of a wholly fictional, dramatic work in three acts in the English language entitled "BUS STOF"; that the said work was registered for copyright as an unpublication work by and in the name of Saller on May 19, 1954, Entry Number BU:36982 in the Office of the Register of Copyrights, Washington, D. C., and that, pursuant to agreement dated November 15, 1954, between Seller and The Whitehead-Stovens Bus Stop Company (horself called "Managor") the said work has been produced on the stage, opening in Princeton, New Jersey on February 10, 1955 and subsequently opening on Broadway, New York, N.Y. on March 2, 1955.

(b) For purposes of this agreement, the said dramatic work, all scenes, scenery, settings, dialogue, stage directions, descriptive matter, action, stage business, said, pantonine, suche vid other interfal and matter of any and every hind contained in the aforesaid work, as heretofore

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heretefore produced as aforesaid or as hereafter copyrighted and/or as heretefore produced as a dramatic work, are herein referred to collectively as the "Flay", and therever the word "Play" is used in this agreement, it shall be deemed to mean and include all of the foregoing and each and all parts thereof. Regardless of anything contained in this agreement to the contrary, with respect to the scenery, cettings, stage directions, descriptive matter, action, stage business, gage, pantomine and music in the aforesaid stage productions of the Flay, Soller makes no representations or warranties whatsoever and merely quitalaims to Purchaser, its successors and assigns, the same rights therein as he is granting herein with respect to the dramatic work,

(c) With respect to any material in drafts or versions of the Play which was not incorporated in any copyrighted or produced version thereof, Seller agrees that at no time will be assert any claim or bring any action, or authorize another so to do, against Purchaser or its successors or assigns by reason of any use of such material.

chaser that he did not adapt the Play from any other literary, dramatic or other work of any kind, nature or description not in the public desain; that he did not copy or use in the Play the plot, seems, sequences or story of any other literary, dramatic or other work not in the public demain; that no part of the Play incringes upon or violates the assemble or suctu-tory rights of any other literary, dramatic, musical or other work; that the Play does not libel, invade the right of privary work; that the Play does not libel, invade the right of privary

or otherwise infringe upon the common law, statutory or contractual rights of any person, firm or corporation throughout the world, and that Seller is exclusive owner throughout the world of all rights herein granted by Seller to Purchaser, except insofar as the Play may be in the public domain in countries other than the United States and its territorial possessions and those adhering to the Berne Convention.

- (b) Seller warrants and agrees that he will not permit the Play, or any part thereof, to fall into the public domain by publication in the United States or any Berne Convention country; that any publication of the Play, or any part thereof, will occur in Canada or Great Britain simultaneously with first publication in the United States, and that he will contract for the benefit of Purchaser for the above protection in all grants concerning the Play hereinafter made to others.
- chaser that he has not assigned, licensed or in any manner encumbered or impaired the rights granted to Furchaser under this agreement; that he has not committed any act of commission or emission by which said rights can or will be diminished or impaired; that there is no outstanding claim or litigation pending against or involving the title, convership or copyright in the Play or in the rights therein hereinafter granted, and that, as far as Jeller knows, no motion picture, television or other version of the Play has been manufactured, performed.

presented or published anywhere in the world excepting as above set forth.

(d) Anything in this agreement to the contrary notwithstanding, with respect to the title "503 5TOP", or any other title in English language by which the Play in dramatic form has been or hereafter may be known, Seller represents and warrants that he has done no act of emission or commission by which the right of the Furchaser to use said titles for motion pictures has been or will be affected.

THIRD: Saller, on his own behalf and on behalf of his heirs, executors, administrators and personal representatives, forever, does hereby sell, assign, grant and convey exclusively to Furchaser, its successors, assigns, distributees and licensees, forever, the following:

- 1. The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to the Play.
- 2. The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of the Play on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompanishent of or supplementary to motion pictures, using for that purpose all or a part of the text, theme, dialogue contained in the Play.
- 3. The solo and exclusive right, throughout the world, to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and congright action picture versions of the Play, in any and all languages.

with or without sound accompaniment and with or without the interpolation of musical numbers therein, to adapt one or more versions of the Play, to add to and subtract from the Flay, to change the sequence thereof, to change the title of the Play, to use all titles of the Play or components thereof or the titles of any of the scenes therein or components thereof in connection with versions of the Play (and also in connection with works or motion pictures independent of the Play if Purchaser has the right so to do otherwise than under this agreement) to change the characters in the Play, to change the descriptions of said characters and to use all of the foregoing in new versions and adaptations of the Play and in new versions, adaptations, reissues, remakes and sequels (subject to the provisions of Article AIGHTEENTH hereof) of the Play or of any motion picture version or versions thereof, in any and all languages, and to register and obtain copyright therein throughout the world.

- 4. The sole and exclusive right to include in any version of the Play musical movietone accompaniment, and to include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version and to perform such musical compositions in said versions throughout the world.
- 5. The sole and exclusive right to make movietone musical comedy, moviatone operatiz, movietone operatic and/or dramatic musico movietone versions of the Play.
- 6. All of the television (including kinescope)
  rights, solely and exclusively throughout the
  world, in and to the Play, including the right
  to project, exhibit, and/or broadcast, visually
  and/or audibly, the Play, and all versions whatsoever thereof authorized under this agreement, and any and all parts of the Play and
  of said versions, by means of the medium generally known and described as television, or
  by any process now or hereafter devised, analogous thereto, from motion pictures, film or
  other mechanical devices; excepting that Celler
  excludes therefrom and reserves unto himself the
  exclusive right to broadcast the Flay by calevision
  direct from living actors only provided such television broadcast or broadcasts shall only be made all
  taneously with the performance by such living actor

provided further that Seller shall not, during the period commencing on the date of this agreement and ending ten (10) years thereafter, exercise or otherwise utilize such reserved live television right, nor license, lease, sell or otherwise dispose of such reserved live television right, or any interest therein, nor present or authorize the presentation of any such live television broadcast. After the expiration of said period of ten (10) years, Seller may license, lease, sell or otherwise dispose of such reserved live television right, or any interest therein, only in the following manner:

If, at any time, or from time to time, after the expiration of said period of ten (10) years, Seller has and/or receives any bonafide offer to license, lease and/or purchase Seller's said reserved live television right, or any interest therein, and Seller proposes to accept such offer, Seller shell notify Purchaser by registered mail or telegram of such offer, the name of the offeror, the proposed purchase price and the other terms of such offer, and for a period of ten (10) days from and after Purchaser shell Purchaser's receipt of said notice, Furchaser shall have the exclusive option to license, lease and/or purchase, as the case may be, such reserved live television right, or interest therein, referred to in such offer, at the same purchase price and upon the same terms as are set forth in such notice. In Purchaser elects to exercise its said option, Purchaser shall notify Seller of the exercise thereof by registered mail or telegram within said ten (10) day period, otherwise Seller shall be free to accept said bonafide offer made by another; provided that, if any such proposed license, lease and/or sale is not consummated within sixty (60) days thereafter, Purchaser's said option shall revive and shall apply to the same and each and every further offer or offers at any time received by Seller and relating to Seller's said reserved live television right, or any interest therein, provided further, that Purchaser's said option shall continue in full force and effect, upon all of the terms and conditions of this paragraph, so long as Seller retains any right, title or interest in or to such reserved live television right, or any interest whatsoever therein; and provided further, that Furcheser's said option shall inure to the benefit of Purchaser, its successors and assigns and chall bind Seller and his successors and assigns.

- Subject to the restrictions hereafter described, 7. the right to broadcast by means of radio processes the Play, or any part or version thereof, in conjunction with or exploitation of, or as an advertising medium or the-up with the production, distribution and/or exhibition of eny motion pictures (including televised motion pictures) produced hereunder; provided that Purchaser shall receive no monetary payment therefor other than out-of-pocket expenses and that no such radio broadcast shall be made in the United States until four (4) weeks before the arliest date on which the first motion picture produced hereunder may be released in the United States. Seller shall not broadcast the Play, or any part or version thereof, by any such method or means, nor authorize the Play, or any part or version thereof, to be broadcast by any such method or means (except as herein provided) during the period commencing on the date of this agreement and ending six (6) years thereafter, or during the period commencing on the date of this agreement and ending two (2) years after the date of the general release of the tiral motion picture produced herounder (whichever period shall first expire); provided that during the aforesaid restricted period Seller may at any time broadcast on the radio from and concerning the Play, but not to exceed fifteen (15) minutes in any one broadcast, all of which broadcasts must be solely for the advertising and publicizing of a first-class stage presentation of the Play then actually taking place or scheduled to open in the next four (4) weeks thereafter, and where Seller shall receive no monetary payment therefor other than out-of-pocket expenses.
- 8. The right, on condition that the then existing copyrights be not impaired, to publish and copyright or cause to be published and copyrighted, in any and all languages, in any and all countries in the world, in any form or media (including, but not limited to, in press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines, small separate booklete) synopses, revised and/or abridged versions of the Flay, adapted from the Flay or from any motion picture er other version thereof, provided that no such synopses, revised or abridged version shall include more than ten thousand (10,000) words.

FOURTH: Purchaser shall be under no obligation whatever to exercise or put to use any of the rights acquired by Purchaser hereunder.

FIFTH: It is the purpose of this agreement and the intention of Seller to transfer to Purchaser only the rights granted by Seller to Purchaser under this agreement and Seller reserves unto him for his own use all other rights in and to the Play, which reserved rights include (but are not limited to) rights to production on the spoken stage, rights to televise the Play from living actors (subject to the provisions of paragraph 6 of Article THIRD hereof), rights to radio broadcast (subject to the provisions of paragraph 7 of Article THIRD hereof) and publication rights (subject to the provisions of paragraph 8 of Article THIRD hereof); provided that in no event shall the said reservation of rights in Seller be deemed to interfere or conflict in any way with the right of Purchaser freely to exercise rights granted by Seller to Purchaser under this agreement.

SIXTH: Seller hereby grants to Purchaser the free and unrestricted right, at Purchaser's own cost and expense, to institute in the name of and on behalf of Seller, any and all suits and proceedings, in law or in equity, to enjoin and restrain any infringement of the rights herein granted. Seller does hereby assign and set over unto Purchaser any and all cause and causes of action arising by reason of such infringement or infringements, and Seller does hereby assign and set

over to Purchaser any and all recoveries obtained in any such action. Seller agrees that he will not compromise, settle or in any manner interfere with any litigation, if brought, and Purchaser does hereby agree to indemnify and save harmless Seller from any cost or damages that may arise by reason of any such suits or proceedings.

SEVENTE: Seller agrees to execute and deliver to Purchaser, and to procure execution and delivery by others to Purchaser, any other and further instruments necessary to convey, assign and copyright the rights herein granted in any country throughout the world but without making any representations, warranties or covenants with respect to the availability of such copyright except as expressed in this agreement. If it shall be necessary by the laws of any country that copyright registration must be acquired in the name of Seller, Seller hereby authorizes Purchaser to apply at its own expense for such copyright in the name of Seller and in such event Seller shall and does hereby assign and transfer to Purchaser under said copyright the rights granted herein. Seller further agrees, upon request of Furchaser, duly to execute, acknowledge, procure and deliver to Furchaser such short form assignments as may be requested by Furchaser for the purpose of recording in the United States or elsewhere. If Seller shall, upon Purchaser's request, fail so to execute and deliver or procure the execution and delivery of such additional assignments, Purchaser is hereby authorized to execute and/or procure the same in the name of

Seller and as his attorney-in-fact.

ELEMEN: (a) In the event that the Play, or any part thereof, is hereefter published in the United States or its possessions or in any country in the world adhering to the Berne Convention, Seller shall take and complete any and all stops and proceedings required by the law of any country within which such publication occurs to secure copyright in the Play, or such part thereof, and to provent the same from falling into the public domain by reason of such publication.

made during the period that the copyright renowals hereinafter referred to can be applied for, to take such steps and proceedings as may be necessary to renew any and all copyrights now or hereafter secured upon the Flay, or any part thereof, and upon such renowal, Seller without payment of any further consideration unavever by Purchaser, shall and does here'vy assign to Furchaser for such renewed term the rights herein granted to Purchaser.

(c) Seller shall and does hereby grant to Purchaser the right and authority to perform any and all of the aforesaid acts and to take any and all of the aforesaid proceedings in the name and on behalf of Saller and as Seller's attorney-in-fact.

Compo of address, all notices to Saller shall be east to him

in care of Edward E. Colton, Negotiator, 551 Fifth Avenue,
New York, New York with a copy of each such notice shall be
sent to Audrey Wood c/o MCA Artists, Ltd. 598 Madison Avenue,
New York, N.Y., and all notices to Purchaser shall be sent to
it at its office at 444 West 56th Street, New York 19, New York.

TEMTH: Upon execution and delivery of this agreement, Seller agrees to furnish to Purchaser copies of all versions of the Play which were registered for copyright or produced as aforesaid.

ELEVENTH: This agreement shall terminate and supersede all previous arrangements, understandings, representations
or agreements, either verbal or written, between the parties
hereto, and shall represent the entire agreement between them.
This agreement shall not be modified or amended except by an
instrument in writing signed by Seller and by a duly authorized
officer of Purchaser.

TWELFTH: This agreement shall be assignable by the parties hereto and shall be binding upon and shall enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns forever.

THIRTEENTH: All remedies accorded herein or otherwise available to any of the parties hereto shall be cumulative, and the pursuit of any one such remedy shall not be deemed a

waiver of any other or different remedy or ralief to which such party might otherwise be entitled in law or in equity. No waiver by any party hereof of the non-performance or breach of any term, condition or obligation to be performed by or binding upon the other party, shall be a waiver of any subsequent non-performance or breach of the same, or any other term, condition or obligation.

FOURTHEATH: (a) If Purchaser shall produce a motion picture version of the Play, Purchaser agrees that on all positive prints of each such motion picture Purchaser will cause credit to be given to William Inger for his contribution to the material upon which the said motion picture shall have been based.

(b) If the first-class stage presentation of the Play shall run on Broadway, New York for ten (10) or more weeks and if Purchaser shall so produce a motion picture version of the Play, then Purchaser agrees as follows with respect to the first such motion picture:

- 1. If Seller shall be entitled to screen credit as sole author of the screenplay for said motion picture, then on all positive prints of such motion picture, credit will be given to Seller on a separate frame as author of the Play and of the screenplay for the said motion picture.
- 2. If Seller shall not be entitled to screen credit for the screenplay for said motion picture or only for credit as co-author thereof, then on all positive prints of such motion picture, credit will be given to Deller as author of the Play and, if such be the case, as co-author of the screenplay on a separate frame on which no other name may appear excepting that of the other co-author of said screenplay, if any.

3. In all paid adverticing issued directly by Purchaser for said motion picture, wherein the name of any person the was the producer, director or screenplay writer shall appear, the name of "William Ingo" shall also appear but there shall be no colligation to include the name of "Milliam Ingo" in any group or list advertising or in trailer, beaser or special advertising or in advertisements of four (4) column implies or less.

FIFTHINTH: (a) With respect to release of the first motion picture version of the Flay, Purchaser agrees as follows:

- Purchaser agrees not to release said motion pisture anywhere therein until all first-class stage presentations of the Play there-in have closed (as herein defined), or June 1, 1956, whichever is earlier. All first-class stage presentations of the Flay in United States and Canada shall be desmed to have "closed" if (i) the first-class stage pre-neutation of the Play in Presented in the Verk shall have closed and (ii) after September 15, 1955 there shall have classed and (ii) after September 15, 1955 there shall have classed or pried of thirty (30) days during which period no first-class read company of the Play shall have been presented in the United States or Canada and during which period there have not been excepted a contract for a first-class read booking of the Play in the United States or Canada theresiter and contracts with the two leads in the Flay to appear therein. Seller agrees that, after the close of the first-class presentation of the Flay on Breadway, New York, Seller will in good faith notify Furchaser of plans ceneerming a road tour of the Flay in the United States or Canada.
- 2. With respect to England, Scotland and Wales (herein called England) if prior to denumny 1, 1956 a contract has been executed for a first-class presentation of the Play in lathed so i promine to waid ensures said assentation is assentiabled to open on an elementary land, 1950, then and in that even furchaser agrees not so release note action provers in impland until the said limit-limis presentation of the clay shall have chouse or dune 1, 1950, thickory in earlier.

3. With respect to Australia and New Zealand, if prior to January 1, 1956 a contract has been executed for a first-class prosentation of the Play in Australia or New Mealand and pursuant to said contract said presentation is schoolied to open on or before Purch 1, 1956, then and in that event Purchaser agrees not to release said notion picture in Australia or New Yealand until the said first-class presentation of the Flay shall have closed or June 1, 1956, thickover is earlier.

Canada, England and Australia, Purchaser agrees that until four (4) weeks prior to the earliest date on which the first motion picture produced hereunder may be released in each of each countries. Purchaser will not cause any theatre in such territory under the control of Purchaser, to advertise the date of the opening in said theatre of the said motion picture. Nothing herein contained shall provent Purchaser at any time from advertising or publicating the said motion picture in such manner as Funchaser may determine.

indermify and save harmless Purchaser, its subsidiary and affiliated companies, its officers, directors and employees, and
its exhibitors, licensees and assignees of any and from any and
all claims, demands and causes of action, or any thereof, arising out of any breach of Seller's representations, warranties,
indemifications or covenants made in this agreement. The total
liability of Saller upon his representations, warranties, inde mifications and error made in this agreement, and socioef them,
shall be limited to an amount senal to the total amount paid by
Purchaser to or for the account of Seller hereander.

any provisions of the Bramatic Production Contract between Seller and the Whitehead-Stevens Productions, Inc. with respect to the stage production of the Play or of any other contracts or agreements between Seller and any third party relating to the Play, which provisions may be inconsistent or in conflict with the provisions of this agreement with respect to the rights and obligations of the parties hereto, the provisions of this agreement shall be paramount and shall take precedence over the provisions of any such other agreements.

FIGHTERMEN: (a) In full consideration and in full payment for all rights in the Play granted by Seller to Purchaser under this agreement and for full performance by Seller of all of his representations, warranties and covenants herein contained, Purchaser agrees to pay the following:

- 1. The sum of Seventy-Five Thousand Dollars (\$75,000) in the following installments:
  - (1) Twenty-Two Thousand Five Hundred Dollars (\$22,500) on execution and delivery of this agreement, receipt of which is hereby acknowledged.
  - (2) Eighteen Thousand Seven Hundred and Fifty Dollars (918,750) during January, 1956.
  - (3) Eleven Thousand Two Hundred and Fifty Dollars (\$11,250) during January, 1957.
  - (4) Eleven Thousand Two Hundred and Fifty Follars (311,250) during January, 1956.
  - (5) Eleven Thousand Two Hundred and Fifty Dollars (011,250) during January, 1959.

- 2. The sum of Twenty-Five Hundred Dollars (\$2,500) for each separate, complete week (as herein defined) during the period commencing March 21, 1955 and ending June 11, 1955, in which the first-class Broadway, New York presentation of the Flay by Manager shall be operated at a profit (as the term "profit" is herein defined), except that for the week commencing March 21st if any payment is to be made, same shall only be Fifteen Hundred Sixty-Two Bollars and Fifty Cents (\$1,502.50).
- 3. A sum equal to tem percentum (10%) of gross weekly box-office receipts (as herein defined) of the said New York presentation of the Play by Manager, for each separate, complete week after June 15, 1955, in which said New York presentation of the Play shall be operated at a profit (as herein defined) but not more than Twenty-Five hundred Bollars (32,500) for each such profitable week, if any there be.
- 4. A sim equal to ten percentum (10%) of the gross weekly bex-office receipts (as herein defined) for each separate, complete week in which each first-class road company, if any, of the Flay shall be operated at a profit (as herein defined) but not more than Twelve Hundred and Fifty Dollars (1,250) for each such profitable week, if any there be. If the New York company of the Play shall be presented as a first-class read company, presentations by such New York company on the read shall be considered a road company under this subdivision (4) and the maximum amount payable for each profitable week of such road company, if any there be, shall be the aforesaid amount of Twelve Hundred and Fifty Dollars (31,250).
- (b) Anything contained in paragraph (a) of this Article to the contrary notwithstanding, the maximum obligation of Purchaser thereunder shall not exceed total of Two Eundred and Fifty Thousand Bollars (,250,000) which amount shall be inclusive of all amounts payable under the provisions of subdivisions 1, 2, 3 and 4 of said paragraph (a) of this inclusive.
- (c) The following shall be the definition of torus used in paragraph (n) of this Article:

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performances.

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- 2. "Bross weekly box-office receipts" shall be sums actually received in cash from the sale of tickets at box-office prices and other cash actually received from ticket agencies, ticket brokers or other persons paying moneys for tickets at regular or reduced prices, which moneys the Manager shall have reported to Purchaser as having been paid, but excluding or deducting, as the case may be, admission taxes and any tax or impost based on admission charges and there shall also be excluded theatre party commissions. "Gross box-office receipts" chall include nothing whatever excepting only moneys so received for bona fide sale of tickets for the said presentation of the Flay. Only that portion of box-office receipts actually received by the theatre from benefit performances (as such term is known and understood in the entertainment field) shall be included as "gross weekly box-office receipts" hereunder. It is the intention hereof that the Manager is obligated to report to Furchaser the amount of all such moneys so received; if it nevertheless fails to do so, Furchaser will not be required to pay on the basis of such unreported moneys. All tickets sold are to be bona fide sales to the public.
- "Running expenses" shall be deemed to mean all expenses, charges and disbursements of whatsoever kind incurred as running expenses of the Play, including (without limitation) author's royalties, salaries and percentages to be paid to the cast, salaries of business manager, general manager, stage manager, director's royalties, salaries of orchestra and miscellaneous stage help and all other royalties and salaries, transportation charges, cash office charge of Two Hundred Fifty Dollars (250) per week for each company, edvertising, rentals, miscellaneous supplies, suciting expenses, theatre expenses and all other expenses and losses of whatever kind incurred in connection with the operation of the Play, and takes of whatever kind or nature other than unincorporated but and gross receipt taxes and taxes on the incomes

& See amendment siteched hereto.

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of the respective limited and general partners. The said "running expenses" (and all invoices and charges with respect thereto) must be charged to the week for which they were incurred and no charges shall be anticipated or postponed with respect to a particular week so as to reduce "running expenses" for that week.

In computing "running emences", reyelty and other payments to the author, director, actors, stage crew and other persons shall be charged in full in accordance with the original contract with each such person. Tothing herein contained shall prevent Seller mayor any manager from making any agreements with any person entitled to regulties and/or other payments with respect to a reduction or elimination thereof. With respect to any person other than the author, director and person entitled to office ampences, if a bond fide reduction in effected in the salary or compensation of such person with no obligation to said person to compensate or reimbures him in any very for acceptaing such reduction, the said calary or other payment shall therefiter by charged to remains expenses at the recused rate.

In the case of each road company, the cost of transpersing personnel and baggage commeted with any tour of the Now Your company or other road company shall be proportionately charged to each week of the entire tour.

Transfer and trucking charges involved in moving into a theatre shall be charged to the week in which cuch move in was made and the charges involved in moving cut of a theatre chall be charged to the week in which the move out was mude.

Reductions in admission prices in connection with tickets sold to ticket agencies, brokers, theatroperty organizations and guilds and/or to any other persons, firms or corporations shall be charged to the weeks in which such tickets are to be used.

4. "Troff's" - lith respect to each memoria, comilars that is a larger and with respect to each separate, comilars demagning and with respect to each separate, comilar

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week of the presentation of each road company (if any) of the Play, the profit (if any) of said tresentation for said week shall be the excess, if any, of the gross weekly box-office receipts for such week over all running expenses for such week. With respect to each separate, complete week of the New York presentation of the Play in which there is no profit and with respect to each separate, complete week of the presentation of each road company (if any) of the Play in which there is no profit, no amount shall be payable by Purchaser under paragraph (a) of this Article.

- 5. Commencing with the first four (4) weeks of the run of the Flay in New York and of each company presenting the Flay outsize of New York Cit; and continuing each four (4) weeks thereafter, Seller shall deliver, or cause to be delivered, to Purchaser complete itemized statements (certified to be correct) of weekly gross box-office receipts and all running expenses of each week of such four (4) week period. The said statements covering each four-week period shall be given to Purchaser within ten (10) days after the closing of the fourth (4th) week covered by such statements. Purchaser shall not be required to make any payment for a week for which no such weekly statement of expenses shall have been so delivered. Seller agrees to and/or agrees to require the Manager to keep full and true books of account wherein shall be set down all sums received and all sums expended in connection with the operation and running of the said Flay and these books and records and all Seller's and/or Manager's contracts relating to the Play shall be open at all times to Purchaser and its duly authorized representatives during regular business hours.
- 6. With respect to all amounts (if any) payable under subdivisions 2, 3 and 4 of paragraph (a) of this Article (pursuant to the four (4) week statements described in preceding subdivision hereof and subject to verification thereof by Purchaser as therein provide;) Furchaser agrees to pay thirty percentum (30%) of the amount (if any) due pursuant to each four (4) week statement within thirty (30%) days after receipt thereof. With respect to the remaining amount

due on the said four (4) week statements, twenty-five percentum (25%) of the total then due shall be paid in January of the next succeeding year, fifteen percentum (15%) shall be paid in January of the second succeeding year, fifteen percentum (15%) shall be paid in January of the third succeeding year, and fifteen percentum (15%) shall be paid in January of the fourth succeeding year.

ment of any of the sums due in accordance with paragraph (a) of this Article, on the respective due dates thereof, and Purchaser's attention is called to any of said defaults by registered mail, and twenty (20) days shall have elapsed after the sending of said notice without said default having been rectified, and a second notice shall have been sent by the Seller by registered mail calling Purchaser's attention to said default, and twenty (20) days shall have elapsed after the cending of said ascond notice without said default having been rectified, then and in such events, the Seller shall have the right and option, to be exercised in his discretion at any time thereafter(and prior to the curing of any such default:

- 1. To sue for any payments then due; or
- 2. To cause all unpaid but not due payments, the amounts of which have theretofore become fixed, to become accelerated and due and payable at that time; and/or
- 3. To cause all rights granted hereunder, and all rights simultaneously herewith granted to Purchaser, to terminate and come to an end, and revert to Saller. It is specifically understood that options (2) and (3) can be exercised simultaneously.

If the Purchaser shall fail to rectify may such default within the aforesaid periods, and the Seller shall elect to exercise

option 2 and/or option 3 set forth above, Seller shall so notify Purchaser by registered mail at any time thereafter and prior to the curing of such default, in which event; (i) all unpaid but not yet due payments, the amounts of which have therotofore become fixed, shall then become accelerated and due and payable at that time if option 2 is exercised; and/or (11) all rights granted to the Purchaser hereunder and simultaneously herewith shall then terminate and come to an end and revert to Seller if option 3 is exercised. In the event that Seller shall exercise option 1 (which Seller can do without further notice to Furchaser), then whether or not Seller shall have instituted suit against Furchaser for any payments than due (which Seller is not obligated to do) and whether or not Seller shall have recovered a judgment against Purchaser therefor (which Seller is not obligated to do), and whether or not Seller has attempted to collect any such judgment (which Seller is not obligated to do), Seller shall nevertheless at any time prior to the payment of any such payments then due or the judgments therefor, if any, so recovered by Seller, have the right:

- (a) to exercise option 2, which Bellar shall do by notice sent by registered mail; and/or
- (b) to notify Purchaser by registered mail that unless within ten (10) days after sending of such notice all sums then due to Coller are paid in full, and all

such judgments, if any, recovered by Seller herounder are satisfied, all rights granted to Purchaser herounder and simultaneously herewith will terminate and come to an end and revert to Seller. If the last such mentioned notice is sent and within said ten (10) days period all sums then due to Seller are not paid and all judgments, if any, theretofore recovered by Seller hereunder are not satisfied, then all rights granted to the Purchaser hereunder and simultaneously herewith shall terminate and come to an end and revert to Seller.

In the event that Seller shall have exercised option 2, then Whether or not Seller shall have instituted suit against Purchaser for any or all payments then due (which Seller is not obligated to do) and whother or not Seller shall have recovered a judgment against the Purchaser therefor (which Seller is not obligated to do) and whother or not Seller has attempted to collect any such judgment (which Seller is not obligated to do), Seller shall nevertheless at any time prior to the payment of all sums then due to Seller hereunder and the satisfaction of any such judgments, have the right to notify the Purchaser, by registered mail, that unless within ten (10) days after the date of the sending of said notice all sums then due to the Seller hereunder are paid in full and all judgments, if any, recovered by the Seller hereunder are satisfied, all rights granted to the Purchaser hereunder and simultaneously herewith will terminate and come to an end. If the last mentioned notice is sent and within said ten (10) day period all sums then due to the Seller are not poid and all such judgments, if any, recovered by the Seller are not satisfied, then all rights granted to the Purchaser hereunder and simultaneously herewith shall terminate and come to an end and revert to Seller. In the event that the rights granted hereunder and simultaneously herewith shall terminate and come to an end and revert to Seller as provided for in this Article, then the following provisions shall apply:

- Seller shall within the period provided for under the laws of the State of New York if under the laws of such State there is an obligation on the part of Seller to sell said rights for what would have been the balance of the term of the within grant (or otherwise, within one (1) year after the rights granted hereunder shall have terminated and come to an end and revert to Seller), sell all of the rights granted hereunder to the Purchaser to the highest cash bidder (which can be the Purchaser or the Seller) at public sale, provided Purchaser is notified by registered mail of the time and place of such public sale as required by the laws of the State of New York (if the laws of the State of New York are applicable and require any such notice) or if such notice is not so required, provided the Purchaser shall have been given at least fifteen (15) days advance written notice of the time and place of such public sale. If under the laws of the such public sale. If under the laws of the State of New York there is no requirement that any such sale be at public sale, or if the laws of the State of New York are not applicable, then said sale can be at private sale, but Purchaser shall nevertheless be given notice by registered mail as above provided of the time and place of said private sale. Seller shall only be obligated to grant the same rights as it is herewith granting to the Purchaser, and for the same period of time that would have remained had there been no earlier termination of the grant hereunder pursuant to the provisions of this Article.
- 2. If: (1) the amount realized from said public or private sale, less all expenses in connection therewith permitted under the laws of the State of New York (if the laws of the State of New York are applicable) and if said laws are not applicable

then all expenses in connection therewith, including but not limited to agents commissions not to exceed ton percent (10%), reasonable legal fees, and advertising and auctioneers fees, if any (which net amount is herein referred to as "Met Amount Realized"), plus (2) the payments theretofore made by Furchaser under any and all of the provisions of this agreement

is less than (a) Seventy-Five Thousand Dollars (\$75,000), plus (b) the total of the sums which would have been payable to Seller under subparagraphs 2, 3, and 4 of paragraph (a) of this Article, had the rights granted to Purchaser hereunder not terminated and come to an end as above provided, then the Purchaser shall be liable to the Seller for said difference, or the portion of any such difference for which the Seller has not theretofore recovered a juigment against the Purchaser. In the computation of the sums payable under the aforesaid (b) in the immediately preceding sentence, there shall be included all sums which have become fixed prior to the termination of the rights granted hereunder and likewise all sums which become fixed subsequently to such termination, in the same manner as if the rights granted hereunder had not terminated and come to an end and reverted to Seller. If any judgment has theretofore been recovered by the Seller against the Purchaser hereunder, then the "Net Amount Realized" shall (i) be retained by Seller to the extent of the difference, if any, between (1) the total of (a) and (b) in the sentence next before last above, less the enount therefore paid under this agreement, and (2) any judgment theretofore recovered by Sellar against Purchaser, limited, however, to the extent that

any such judgment shall not have been satisfied; and (ii) any additional amount remaining shall then be applied to the satisfaction of any such judgment to the extent same shall not have been satisfied; and (iii) any further sums remaining shall then be paid over to Purchaser as, if and when Seller receives any such monies. If no judgment shall have been recovered by Seller against Purchaser, then if the "Net Amount Realized" plus the payments theretofore made by the Purchaser under any and all of the provisions hereof, is more than the total payable under (a) and (b) above, then Seller shall pay to the Purchaser such excess, as, if and when Seller receives monies constituting such excess. Anything contained in this paragraph (d) to the contrary notwithstanding, Seller shall not be entitled to exercise any rights under this paragraph at any time when Seller is in default under any of his representations, warranties, indemnifications or covenants contained in this agreement.

(e) If Purchaser shall produce one (1) or more motion picture sequels (as that term is hereinafter defined), Purchaser shall be obligated to pay for each such motion picture sequel a sum equal to fifteen percentum (15%) of the total amount payable by Purchaser under paragraph (a) of this Article, but in any event, not more than Thirty-Seven Thousand Five Hundred Dellars (337,500) for each such sequel. The aforesaid sum shall be due and payable not later than thirty (30) days after first general release of the motion

picture sequel for which such payment is being made. For the purpose of this paragraph (e), the term "motion picture sequel" shall be defined to mean only a motion picture -

- which is produced after there shall have been produced the first motion picture hereunder;
- in which the leading characters are taken from the first notion picture referred to in subdivision (1) of this paragraph, or a sequel thereto;
- 3. in which the characters are shown as participating in new and different events then those in which such characters participated in any other motion picture produced hereunder; and
- 4. in which the story of such motion picture is substantially different from that of any preceding motion picture produced under this agreement.

It is specifically understood that a remake of the first motion picture produced hersunder, or any remakes of any "motion picture sequel" produced hersunder, shall not constitute a "motion picture sequel" within the meaning of ( the foregoing definition.

(f) Seller authorizes and directs
Purchaser to make all payments under this agreement to
"Edward E. Colton, Negotiator" or to his successor in office and the receipt by said Negotiator for said payment
shall be the receipt by Seller therefor.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

William Ingo

TWENTIETH CENTURY-FOR FILM CORPORATION

By\_

\*Enecutive Vice-President

APPROVED IF AND TO THE ENTENT THE APPROVAL OF THE UNDERSIONED IS NECESSAMY.

Megotiator



TO THE SHAREHOLDERS

Your management is happy to report to you the roults attained by your corporation during the past year—one of the best in the company's history. We helieve advantageous conditions have been created for even greater progress in the future.

The year 1954 marked the establishment of Cinema-Scope as virtually the world-wide standard system for the production and exhibition of finer motion picture extertainment. CinemaScope installations, including those in process now total 21,000 throughout the world, of which 13,500 installations are in the United States and Canada, and 7,500 in other countries. We expect astalations in the United States and Canada to reach an approximate total of 16,500 by the end of the year, and 13,500 in other countries, a world total of approximately 30,000. At this time last year, world-wide installations totalled approximately 4,000.

CinemaScope has given the theatres a new look on a pinbal scale. Our industry has felt beneficial effects of a branches in the many countries in which it means. Altied industries in manufacturing equipment and accessories in these countries have shared this greater prosperity.

# e New Improved CinemaScope

the highest possible standards we are pushing nord the development of technical improvements as they can be introduced, will show such a proved definition on all screens as to be

readily recognized by the public as another step forward in the presentation of fine entertainment.

1. 3495

We expect to be ready to demonstrat these advances to the trade within a short time.

ANIMINIAL DESCRIPTION TORE

This new planning for the improved CinemaScape system is based upon using a larger negative image, actually an image four times as large as the present, with all that this increased area means in greater ability to record the details of a scene. This medium will be available for the production of Twentieth Contury-Fox features at an early date and will place another powerful improvement in the hands of your Studio.

Using this process, pictures can be photographed on 55 mm. film and thus capture there all the finer detail; they can then be reduced to our regular CinemaScope standard 35 mm. width film for serving the vast majority of the theatres all over the world. The pictures photographed on the 55 mm. film will therefore have a greater essential clarity of detail and depth, and these gains can again be augmented still further by simple improvements in the projector mechanisms to maintain an oven image over the whole screen area and eliminate distortion.

An improved and expanded stereophonic sound system is also under study and development.

For a few pictures of the collibre of "The King and I" and "The Greatest Story Ever Told" the films can, wherever desired, be exhibited in 55 mm. film form in a few theatres equipped for showing pictures of this magnitude.

These pictures will emblazon the ultimate in sound, color, photography and scope for the entertainment of the public.

## New Policy Emphasizing Subject Matter

A most important forward step toward revitalizing the screen and developing new talent was taken at a series of meetings of the officers and executives with Mr. Darryl F. Zanuck in New York this month.

Under this vital decision we will put the utmost emphasis on subject matter for our pictures and as long as we can cost them competently we will go ahead with the production of these pictures regardless of the availability of top stars. Naturally, we will make every effort to engage the best stars for important parts, if available, however, we will not delay important productions when we can secure a competent cast.

We are convinced above all that the public is interested in the quality and colibre of the stories that are unfolded upon the screen. At the same time the creation of new personalities would bring new patronage to the box affice and thus be of great benefit to the exhibitors.

#### Product

In order to serve our widening markets at home and abroad, we will release during 1955 a total of approximately 26 pictures; our Hollywood studio will produce at least 20 pictures and the balance will be from independent producers either here or abroad.

With the pictures we have in preparation or in production for release in 1955, we are confident that our domestic business for the year will be equally as good or better than that we enjoyed during 1954.

In arranging our program for the year, we have applied the most exacting requirements in order to assure the public of autstandingly important motion pictures.

## Foreign Business

We expect to achieve a marked increase in our foreign grosses during the year 1955 because of the greater international appeal of motion pictures created by CinemaScope, the increasing number of

CinemaScope installations, and the fact that there is relatively little competition from television abroad.

This acceleration of our overseas business is equally applicable to both Europe and the Far East.

We have further extended our foreign theatre outlets. In England, we have acquired ten new theatre outlets; in India, three new theatres; in South Africa, we have completed one new theatre, two are near completion and a fourth is in the planning stage. A new theatre will be constructed shortly in Israel.

During November and December of 1954 your President tourea the principal cities in France, England, Italy, Spain, Sweden, Denmark and Germany in order to bring Twentieth Century-Fox into close contact not only with the exhibitors but with the producers of motion pictures and accelerate the enthusiasm already shown for CinemaScope as a standard medium of the industry.

During these visits, responsible foreign producers were encouraged to produce important pictures in this system and great interest was shown in Cinema-Scope because it has already captured the imagination not only of the public but of motion picture men in all branches of the industry.

## Television

Television has become the greatest of the advertising media and since the great industries of America have found it very beneficial, we have decided to enter into it not only because it will be an important factor in our income, but simultaneously we will be able to advertise and promote our own pictures.

If other great corporations can increase the sales of their products through television, we can similarly appeal to a large portion of the family trade and recapture their lost patronage, thus restoring prosperity at the motion picture theatre box offices.

In order to take full advantage of television, we have launched TFC Television Productions, Inc. a wholly-awned subsidiary, for the purpose of making television films for sponsors and for developing television shows that will create greater interest in Hollywood and the motion picture theatres.

# 1963 Report to Statholders

Twentieth Century-Fox Film Corporation and subsidiary companies

Satement of Ponsolidated Earnings

YEAR ENDED DECEMBER 28, 1963
(with comparative figures for the preceding year)

INCOME:	1963	1962
Film rentals:		
Feature motion pictures and short subjects	\$ 74,051,664	\$ 71,575.25:
Feature pictures licensed for television	18,999,596	8,320,049
Film series produced specifically for television	3,815,600	10,30567
	\$ 96,866,860	\$ 90,201357
Other net operating and miscellaneous income, including profit of film processing laboratory	3,577,059	3,863.25:
Dividends, interest and oil royalties	2,496,517	2.250,219
	\$102,940,436	\$ 96,335,377
Expenses:		
Amortization of film costs and participants' share of rentals (note 2)	\$ 61,277,314	\$ 94.574.247
Idle studio facilities	3,626,187	5.25.0
Selling, general and administrative expenses	24,145,546	28,255 (12
Costs of contract settlements and terminations	195,224	5.20.20
Write-down of amount receivable under television distribution agreements and provision for loss on investments	_	S. 40 Jets
Depreciation and amortization of fixed assets (excluding \$975,477 in 1963 and \$1,059,222 i. 1962 charged to film productions)	554,499	:=.=
Provision for unremittable foreign income (note 1)	496,000	- (1) s.#
Interest expense	1,729,866	\$ W. Z
Discount on sale of notes of The Rank Organisation Limited		3 2 3, 4 3
	\$. 92,024,636	5:41 SASAGE.
Net earnings (loss) before taxes income	\$ 10,915.800	5
Federal and foreign taxes on income (note 4):		
Federal taxes—refund in 1962	\$	\$ * 12" (2)
Foreign taxes—(provision)	(1,800,107)	
	\$ (1.800.407)	5 · m. **
Net earnings (loss)	\$ 9,115,393	1

Submidierica nos Dischased in Itam 8 - Peranta and Subsidiaries of Registrant on Form 10-K For the Fiscal Year enled December 30, 1967 Television

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For the third consecutive year, we are pleased to report that 20th Century-Fox Television is again the leading supplier of network television programs in the industry. This year has also seen the expansion and diversification of our programming and distribution policies both in the United States and abroad.

In 1967, we delivered nine television series to the networks, representing seven and one-half hours of viewing time. They are Peyton Place (now in its fourth year with over 400 half-hour episodes filmed), Deniel Boone (fourth year), Voyage to the Bottom of the See (fourth year), Betman (third year), Lost in Space (third year), The Felony Squad (second year), Custor, Judd for the Defense, and out first animated daytime series. Journey to the Center of the Earth. This year, we have also entered into agreements with the networks for the co-production of a daytime serial, Love is a Many Spiendored Thing, and a number of one-time spectaculars, which includes Carousel, A Bell for Adano, and others in preparation.

Our syndication division (domestic and international sales on a local basis) has been expanded in terms of manpower and facilities, enabling us to enlarge and diversify our product library to include shows from outside sources as well as our own resulting in an increase of sales volume. In addition, we have resumed our activity in the syndicating of feature films for television and expect to continue and expand this phase of our operation. Our syndication division is now offering series, Specials, and feature films representing nearly 1,140 hours of program material to stations throughout the world.

A look ahead at 1968 would indicate that your company will again be the industry leader. We presently have five pilot films in production, in the United States and on location in Europe, and are the only studio in Hollywood already in full production on a series, Land of the Giants, for the 1968-69 television season.

Subsidiaries not Disclosed in Item 3 - Parents and Subsidiaries of Registrant on Form 10-K

For the Fiscal Year ended December 30, 1967

The other major source of earnings is Film Series Produced Specifically for Television. Earnings from this activity, despite lower gross revenues, produced net earnings before taxes of \$3,117,000 in contrast with a loss of \$4,129,000 in 1966. The "swing" in pre-tax profits between the two years was \$7,246,000.

The company's TV film series continue to hold a leading position in the television market. In the past season, film series produced by the company occupied 7½ hours of time on the three national networks. In addition, many series which had been shown earlier on the networks are now being syndicated to stations both in the United States and abroad.

Substantial annual net income, before taxes, is consistently received from numerous miscellaneous sources. It amounted to \$9,477,000 in 1967 compared with \$8,978,000 in 1966. This income was derived from operations of film laboratories, which process film for many other organizations in the industry, income from theatres in Australia, New Zealand and South Africa, oil wells which continue to produce royalty revenues in a slightly declining trend, TV station KMSP in Minneapolis and various music publishing and phonograph record interests.

While these activities are diverse in character and worldwide in scope, they are all related in some degree to the central function of providing film entertainment to peoples everywhere.

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The company continued its program of expansion in the entertainment industry by acquiring the music publishing company of Bregman, Vocco & Conn in May, 1967. Prior to that time (October, 1964) the company had acquired General Film Laboratories of Los Angeles, California which has proved to be highly successful and has contributed substantially to the company's net earnings.

A new technique with income potential has been added to the company's promotion and publicity operation by the establishment of a licensing corporation which contracts with manufacturers, publishers, printers and others to merchandise items that are related to specific films and television series. The first major project for licensing was *Doctor Dolittle* with its great inherent possibilities for merchandising tie-ins. Among the organizations participating in the *Doctor Dolittle* merchandising campaign are General Foods, Ralston Purina, Minute Maid, Standard Brands, Allied Chemical, Hallmark, Western Publishing, Random House,

#### Source of Net Earnings:

	1967	1965	1965	1964	1963	
			(COO Cmitted)			
Production and distribution of features and short subjects	\$16,488	\$18,914	\$ 8,034	8,102	\$ 5,595	
Production and distribution of film series produced spe- cifically for television	3,117	(4,129)	49	448	131	
All other operations	9,477	8,978	7,316	3,715	5,150	
Earnings before taxes on income	29,082	23,763	15,399	12,265	10,016	
Income taxes-Federal and foreign	13,662	11,259	3,637	1,700	1,801	
Net earnings	\$15,420	\$12,504	\$11,762	\$10,565*	\$ 9,115	

\*1964 not earnings are exclusive of special credit from gain on sale of foreign property in the amount of \$402,000.

### LTER L. BUSINESS

Production and Distribution for Theatres and Televisian

The most important phase of the Company's business is the production and financing of feature motion pictures designed first for theatre exhibition and than in most cases for television release, and of subjects initially and than in most cases for television. The feature motion pictures for theatrical designed for television exhibition. The feature motion pictures for theatrical designed for television exhibition are produced at the Company's studio in Los Angeles, California, and exhibition are produced at the Company's studio in Los Angeles, Great dritain, and other countries as the story background suggests. Subjects produced for television are usually produced in Los Angeles, California.

During 1970 theatrical film rentals accounted for 77 of total income of the Company and its consolidated subsidiaries, release of feature films for television accounted for 2% income from film series produced specifically for television accounted for 18%, and all other activities, including dividends from unconsolidated theatre circuits, accounted for 3% During 1970, 65% of theatrical unconsolidated theatre circuits, accounted for 3% During 1970, 65% of theatrical unconsolidated theatre circuits, accounted for 3% From other compatition.

Feature films are generally those which run for one hour or more. Subjects produced for television normally have ween produced for series of half hour or one hour programs. During the past ten years, the Company released for theatre exhibition in the United States the following number of feature films:

			1	te	,		1							٠.				23:
1970.																		
1959.														•				73
1968.																		21
1967				_														19
1966.	_																	20
1965.																		26
1964																		23
1961.																		18
1962.																		25
1961.																		36

The Company also acquires distribution rights on a limited territorial havis in films produced by others and from time to time re-releases motion pictures originally relyased in earlier years. The number of fecture is out, however, a basic measure of operations since each picture is in effect, a separate and distinct product, the financial success of which is dependent upon many factors of which cost and public response are of fundamental importance. Production costs, or the acquisition cost, of rights to a picture may vary from one hundred thousand to many million dollars.

Certain of the feature films have been produced by the Company and others by Independent producers. When the Company obtains distribution rights to a film produced by an Independent producer, the Company frequently provides financing for the production. There is no fixed pattern of agreement in the financing of Independent productions, but normally the Company, if it does in purchase the film outright from the producer, obtains a distribution fee, in endursed for its financing out of the proceeds of the film, and thereafter shares in the gennings of the film either through ownership of a percentage of the film or through a right to receive a percentage of profits from the film. With respect to cortain films, the independent producer arranges his cam financing and the Company, which obtains distribution rights, may under certain circumstances and in some manner, become responsible to the lender. The operations of independent producers to some extent increases the compatition for literary properties, talent and these playing time. The Company cannot accurately evaluate the overall effect of cuch added competition,

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## Distribution of feature films to Television

Over the past ten years television network, and stations in the United States and other countries have become important for united for teatures. Potential television income is an important for our in the Company's decision to invest in a particular feature project.

Pursuant to a series of agreements entered into between 1956 and 1960, 440 pre-1948 pictures were libraried to National Teletif Jasociates for \$34,224,000. Thirty of these pictures were sold outrigor on a world-wide basis (excluding the United Kirido and the Jalance were bicensed for tele-casting in the United States and Conda for periods explained in 1977 and 1977.

By a second series of agreement entered into between 1951 and 15.3, 1,095 pictures were licensed to be an Arts Jasociata (Lorp. or a successor exempance). In most cases for ten or fifteen year each, or \$48,810,000. The territories warled from picture to picture, but were exemptly sorthwisted with exceptions. These licenses covered pictures which were televated to minister between 1935 and 1965. Such licenses included foreign rights to the pictures licensed to Rational Teletific Associate, sometime rights to the pictures were first. Itiens of the forthwist by the sounds to have for \$20,000,000. Itiensed to the forthwist of the Syndicate of rights terminal have been first entered to bear Arts an interest losses. It established to the picture for the 1956 care to be pictures released in 1952 and 1952 and 1953, the steen pictures released in 1952 and 1954 to picture released in 1952 and 1953 to the complete to picture released in 1952 and 1954 to the complete to picture released in 1952 and 1954 to the complete to picture released in 1952 and 1954 to the complete to picture and instead of the entered to the terminal complete to picture to the picture of the entered to the complete to the picture of the picture of the picture of the entered to the entered to the picture of the picture of the entered to the entered to the picture of the picture of the entered to the entered to the picture of the picture of the entered to the entered to the picture of the picture of the picture of the entered to the entered to the picture of the picture of the picture of the entered to the picture of the picture

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There ere only three potential octuark to be a seed the company tellines. that the ellmins the of ciparette contribute, the coupled in against public three, the backley of features afree, under the resulted in a state factor in this sector.

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Production and Blass Hatter of Ill a tries for a levi-te.

The Company produce, along or in account the winter one, file series, specifically for a levision per ent the over or extended period of each, the necess of the for any hipherboration series or price to seld the condition profit skelved therefore has fluctured devotely over the post five species.

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The framerate and forethe presentation of file period graduated for tologicion, and a support of grant of the period of the peri All from new produced and more in color, and can be tolorest in color or circh and within

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In multium to end cury in the production and distribution of entire pictures For a contract of a linear to a properties and enter steen of enters pictures for a contract of a linear to a set that do not a tender picture and interpretable product of the forth for the Contract, or well as for other major and interpretable products of the contract film for Industrial, education and governmental use, and nother users of rection pittura film.

The Europany, through subsidiaries, produces phonograph records, publishes mosts, produces totavisian conversaria and has a large monostrap records, positioned mosts, produces totavisian conversaria and has a large monostrap more rest in a rests of sillshing company. The Company through subsidiaries cans incorrects in feed and soft drink extering facilities used in conjunction with its foreign transfer operations. Nowietcomes, inc., a subsidiary, spintains, for sale to the industry, a large library of notion picture news events.

which a subsidiary, the Corpany come and operates television station tomP-TV In Black polis, Binnesote, which is affiliated with the Add network. The Lorpany particle eles on a royalty basis in the proceeds of the sale of all and gas from wells mond drill sites are located an property in Los Angeles cound by a subsidiary,

# Competizion

sintion picture production and distribution is a highly competitive business. The Contray is and of the rejur processes and contributors of ration pictures in the total Stores and show that the world. The contestity of the ration picture industry depends in part of the of the second state of the second state of the second state of the second s erio to the sees the provided may a seem to be the motion status instantly as a violation news seed in pictures produced as a sistence of the seed in the seed of the control of the co the of the second the second to rical so bigle ... v11 . € ... and of the region of the process the more than a substitute of the 8: ger in, billion petreies and 1 " " nice of president and or to tors of greston with £3'

Distribution of Feature Films to Television

Over the past ten years television networks and stations in the United States and other countries have become important customers for features. Potential television income is an important factor in the Company's decision to invest in a particular feature project.

Pursuant to a series of agreements entered into between 1956 and 1960, 440 pre-1948 pictures were licensed to National Telefilm Associates for \$34,224,000. Thirty of these pictures were sold outright on a world-wide basis (excluding the United Kingdom) and the balance were licensed for telecasting in the United States and Canada for periods expiring in 1976 and 1977. By a second series of agreements entered into between 1961 and 1968, 1,095 pictures were licensed to Seven Arts Association Corp. or a successor company, in most cases for ten or fifteen years each, for \$48,810,000. The territories varied from picture to picture, but were generally world-wide with exceptions. These licenses covered pictures which were released to theatres between 1935 and 1965. Such licenses included foreign rights to the pictures licensed to National Telefilm Associates. One=hundred-six of these pictures were first licensed to National Broadcasting Company for network telecast for \$20,440,000. These Licenses have expired, and the "syndication" rights therein have been licensed to Seven Arts as indicated above. In addition, fifty-four pictures released to theatres between 1953 and 1965, fourteen pictures released in 1966, eleven pictures released in 1967, five pictures released in 1968 and six pictures released in 1969 and one in 1970 have been licensed to American Broadcasting Company or Columbia Broadcasting System on a picture by picture basis for a limited number of network telecasts (two to four), each over a limited period for an aggregate consideration of \$65,275,000. The ABC licenses in respect of forty-six of these pictures have already expired and the licenses to the remainder expire at various times, but none later than 1976. The syndication rights to all but forty-eight of these pictures are included in the Seven Arts licenses referred to above. The Company has commenced syndication in the United States of a package of 39 features, most of which had been licensed to the ABC Network as indicated above and is also syndicating feature films in the foreign market.

The company's library of theatrical feature films which are not subject to any telecast licenses or syndication agreements consists of 59 pictures which were released to theatres since the middle of 1964. Some of these features may not be suitable for telecasting because of their content or for other reasons. Of the 59 pictures 5 were released in 1971, 14 in 1970, 16 in 1969, 10 in 1968 and 14 in 1967 and prior years. In addition there are 56 pre-1948 pictures which have been on television pursuant to subdistribution agreements that have expired and several hundred pre-1935 pictures.

There are only three potential network customers and the company believes that the elimination of cigarette advertising, the cut-back in network prime time, the backlog of features already under license and other factors have resulted in a deterioration in this market.

The Company has also begun to produce, alone or in association with others, feature length films whose initial United States release is on network television. Such films are made in color and can be telecast in color or black and white.

Production and Distribution of Film Series for Television

The Company produces, alone or in association with others, film series specifically for television presentation over an extended period of weeks. The success of the Company in placing film series on prime network time and the profit derived therefrom has fluctuated widely over the past five years.

I. Continual Distribution for Theories and Television:
The most dispositual place of the Company's business in the production and
financing of desture motion pictures designed first for theories subdittion
and then in most seems for television achieving a set of religious indictally
Command for television achieving. The feature motion rectures for
the design and from the to the on location in their parts of the
Colfaborate, and from the to these on location in their parts of the
Entire Design as the state, and other countries as the story becorround
suppose. Subjects produced for television are usually produced in
los Accelos. Celifornia.

During 1971, the trical film rentals accounted for 68% of total income of the Country and its consolidated subsidiaries, release of income films for television accounted for 10%, income from film surden produced specifically for television accounted for 10%, and all other serivities, including dividents from unconsolidated the aims circuits, accounted for 4%. Faring 1971, 50% of the strice film rentals wave derived from the United Strike and 42% from other countries.

Feature films are generally those which run for one bour or more. Eubjects projected for television normally have been projected for a rise of balf-hour or chacked programs. Buring the past ten years, the Corpora released for theatre exhibition in the United Scates the following number of faroure films:

The Company elso acquires distribution mishts on a limited territorial basis in films produced by order and the a time to time re-release notice pictures of pictures of pictures of pictures, a basic values of pictures of a pictures of the value of the value of time and ti

Cortain of the fasture till a have been produced by the Compared of the by independent producer. Then the surpers of the discussion of the film produced by as a pulsar producer, is a produce of the order of a resident producer, is a produce of the first of a resident of an absolute the second of the little for the first of a resident of a resident of a resident of the first of a resident of the first of a resident of the first of

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provide for payment by the embilitors of a percentage of box office receipts, which are elected a partners of a percentage of box office receipts, which are elected a parenty of a first winters, or of a first sum. Distribution of motion pictures is bandled through breach calms offices or with cultures, and through agencies. Distribution involves the advantising, exploitation and publicating of pictures, the preparation of restricts and publication of prints to embilitors, and implection, existing provided by the Company. The Company has tilm exchanges in the United States and Canada, and film exchanges or agencies in unst sajer non-communit forwige coeffices. Some of these exchanges are operated in conjunction with other distributors.

The number of theetree in which a particular feature may be exhibited depends upon public response, and the number of pictures which a particular theatre exhibite is dependent primarily upon program changes and policy, the competitive conditions in the eras in which it is lounted, and the quality and appetitive conditions in the engagement of correct and continues to appeal of each picture regalities in the engagement of correct under-dayele and contribute thich, because of severe foreign antisange contributes, bord imposed entripent regulations regarding the resultance of regalities to the Valued States. The Company, not including when or at what conversion rate these regalities will be resulted, has followed the policy for covered years of not including such regalities in consolidated corrects until recovered in U. S. follows. Persign coarcency restrictions have almost persiste the entact to and severity in recent years, but the Company common problem the entact to which future currency restrictions hight affect the resultance of dollars from chreek. See note 1 of notes to rigancial statements.

In accordance with a decree further described under the caption "Frading Legal Fraceodings," the Cropeny has for approximately 21 years effected its films for linearing in the United States on a thestro-by-theatre bodis, which is the standard practice how followed throughout the industry. The Company has also agreed, with limited exceptions, to discontinue blind bidding.

Foreign Theatre Operations:

Under decrease entered about 21 years ego, cartain major United States metion

picture producers, including the Company, are not generally paralleled to

picture producers, including the Company, are not generally paralleled to

produced entered socion picture theatres in the United States. Masters,

ere of operate socion picture theatres in the United States. Masters,

produced entered socional Company operate 19 conventional theorems overities the

Dailed traces and unmonabilidated theatre circuits end but Tourise and 33 drive-in tmeatres lenated in Austrian and the Dailed.

These theatres range is size from 500 seats to 2,000 serve, the united

being 100 seats. For the operating results of the Company.

Television has held a corious impact on the operation of thescapes in Kun Reshard and Amstralia, but the Company believes that this impact is now leveling off.

Bistribution of Pasters Films to Television:

Courties post to yours, television security and stations in the United States

end other convenies here become important enclosures for features. Posterial

polarizing income is an important factor in the Company's decision to invest

in a particular feature project.

Parents to a series of agreements untered into between 1935 and 1935. Ato provide alchora more it mosed to make the between for the forest and the following the first series and control of the following the best of the parent for the balance was bloomed to be between the balance was bloomed to be between the balance and the balance was bloomed to be between the balance and bits. By a sexual access of a commonto a count for between the balance and bits. By a sexual access of a commonto a count for between the balance and bits, before the balance and balance are balance and between the balance and between the balance and between the balance and balance are balanced access to a second of the balance and balance and balance are balanced as a balance and balance are balanced as a second of the balance and balance are balanced as a second of the balance and balance are balanced as a second of the balanced a

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\$6.5,810.659. The territories veried from picture to picture, but were principly world-wills with empetions. These licenses covered pictures which wore released to theseries between 1905 and 1963. Such licenses that his foreign rights to the placemen linesed to Extinal Telefilm assertant. One-had end-she of these placemen were first licensed to Exchange however the sequential considerating Company for untsork telemat for \$19,440,000. These licenses born empired, and the "syndication" rights therein have been literally to Example to theseres between 1903 and 1965, fourteen pictures with the 1.65, thelese pictures between 1903 and 1965, fourteen pictures with the 1.65, thelese pictures released in 1969 and thrue pictures released in 1969, and thrue pictures as a few 1960, the pictures of the season of 1960, the second for a 1960, have been licensed to few the season of a limited that of activity telesests (one to few), each over a limited period for a season of the picture of \$75,000. The licenses in respect of \$6 of the picture of these strends explicated and the licenses to the season of the season of the syndication of \$75,000. The licenses to the season of the season of the syndication of \$75,000, the syndication in the season of a packers of 39 features, but now later than 1980. The syndication is the 1995 of the picture of a packers of 39 features, must of which had been licensed to be a 10 meteors of indicated above and is also syndicating feature 11 has fereign number.

This Commer's library of theetrical feature files which are not subject to at library of opplication represents consists of 50 pictures of the relative state of the pictures of the relative of the state of the relative of

There are only three potential natural customers and the Company believes the customers and the customers in according to the customers along the customers and other factors there exists a customers along the customers and other factors there exists a customers are the market.

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The principal phase of the Company's business is the production and financing of feature motion pictures designed first for theatre exhibition and them in most cases for television release, and of subjects initially designed for television exhibition. The feature motion pictures for theatrical exhibition are produced at the Company's studio in Los Angeles, California, and from time to time on location in other parts of the United States, Great Eritain, and other countries as the story background suggests. Subjects produced for television are usually produced in Los Angeles, California.

During 1972, theatrical film rentals accounted for 48% of total reven the Company and its consolidated subsidiaries, release of feature films for television accounted for 10%, revenues from television programs accounted for 13%, film laboratory sales accounted for 10%, foreign theatre aumissions and related income accounted for 12%. Other operating and sundry revenues accounted for 7%. During 1972, 52% of theatrical film rentals were derived from the United States and Canada and 46% from other

Peature films are generally those which run for one hour or more. produced for television normally have been produced for series of helf-hour or one-hour programs. During the past ten years, the Company re-lessed for theatre exhibition in the United States the following number

The Company also acquires distribution rights on a limited territorial basis in films produced by others and from time to time re-releases motion pictures originally released in earlier years. The number of features is not, however, a basic measure of operations since each picture is, in effect, a separate and distinct product, the financial success of which is dependent upon many factors, of which cost and public response are of fundamental importance. Production costs of, or the acquisition costs of rights to, a picture vary ranging up to severa. million dollars.

Cortain of the feature films have been produced by the Company and others by independent producers. When the Company obtains distribution rights to a film produced by an independent producer, the Company frequently provides financing for the production. There is no fixed pattern of agreement for the financing of independent productions. Sentium the Dompany, if it does not purchase the film outright from the producer, obtains a distribution fee, is reinbursed for its financing out of the protected of the film, and thereafter shares in the carnings of the film cities through ownership of a percentage of the film or through a right to reserve a percentage of profits from the film. Other times the cities through concrete of a percentage of the film of through a right to receive a percentage of profits from the film. Other times the gross receipts are shared by the partics in agreed percentages or on some other fermula. With respect to certain films, the full services the producer arranges his can financing and the Company, which against distribution rights, may under certain consummers and in can same because responsible to the lender. The operations of independent producers to come extent increase the competition for literary properties, colont and thestre playing time. The departy acanot accurately evaluate Colont and theatre playing time. The Coloning the everall effect of such added competition. pany against accurately evaluate Devenues are derived from theatre exhibitors pursuant to contracts which provide for payment by the exhibitors of a percentage of box office receipts, with or without a guaranty of a fixed minimum, or of a flat straights, with or without a guaranty of a fixed minimum, or of a flat straights, with or without a guaranty of a fixed minimum, or of a flat straights or "film exchanges," and through agencies. Distribution involves the advertising, exploitation and publicating of pictures, the properation of positive prints, the distribution of prints to exhibitors, and imprection, maintenance, repair and storage of prints. These services are generally provided by the Company. The Company has film onchanges in the United States, and film exchanges or agencies in most tager non-Communist foreign countries. Most of these exchanges are operated in conjunction with other distributors.

The member of theatres in which a particular feature may be exhibited depends upon public response, and the number of pictures which a particular theatre exhibits is dependent primarily upon program changes and policy, the competitive conditions in the area in which it is located, and the quality and appeal of each picture. The Company has in the past earned and continues to earn motion picture royalties in the currencies of certain under-developed countries which, because of severa foreign exchange shortages, have imposed stringent regulations regarding the remittence of royalties to the United states. The Company, not knowing when or at what conversion rate these royalties will be remitted, has followed the policy for several years of not including such royalties in consolidated earnings until received in U. S. dollars. Foreign currency restrictions have diminished appreciably in number and severity in resent years, but the Company cannot predict the extent to which future currency restrictions might affect the remittance of dollars from abroad. See note 1 of notes to financial statements.

In accordance with a decree further described under the caption "Pending Legal Proceedings," the Company has for approximately 22 years offered its films for licensing in the United States on a theatre-by-theatre basis, which is the standard practice now followed throughout the industry. The Company has also agreed, with limited exceptions, to discontinue blind bidding.

Poreign Theatre Operations:

Order decress entered about 22 years ago, certain major United States

Doder decress entered about 22 years ago, certain major United States

notion picture producers, including the Company, are not generally

permitted to own or operate motion picture theatres in the United States.

Reverer, subsidiaries of the Company operate or have interests in 123

Reverer, subsidiaries of the Company operate or have interests in 123

conventional and drive-in theatres outside the United States (of which

66 conventional theatres and 36 drive-in theatres are located in

Australia and New Zealand). These theatres range in size from 500 seats

to 2,600 seats, the median being 900 seats.

Television has had a serious impact on the operation of theatres in New Zealand and Australia, but the Company believes that this impact is now leveling off.

Over the past fifteen years, television:
Over the past fifteen years, television networks and stations in the
imited States and other countries have become important customers for
factures. Potential television income is an important factor in the
Company's decision to invest in a particular feature project.

Furshment to a series of egrecoents entered into between 1956 and 1950, 440 eng-1948 pictures were licensed to National Telefilm Associates for \$55,234,200. Thirty of these pictures were sold outright on a world-wide tests (excluding the Inited Kingdon) and the balance were licensed for tolerating in the United States and Canada for periods expiring for tolerating in the United States and Canada for periods expiring for 1973 and 1977. By a recend series of agreements entered into between 1981 and 1977, By a recend series of agreements entered into between 1981 and 1978, 1,005 pictures were licensed to bevon Arts Associated (Acre. or a successor emaphor, in must cases for ten or fifteen years each, for \$48,610,600. The territories varied from picture to picture.

tun

but were generally worldwide with exceptions. These licenses covered pictures which were released to theatres between 1935 and 1965. Such licenses included foreign rights to the pictures licensed to Mational Telefilm Associates. One-hundred-six of these pictures were first licensed to National Broadcasting Company for network telecast for 1920,420,000. These licenses have expired, and the "syndication" rights therein have been licensed to Seven Arts as indicated above. In addition, 123 pictures (54 pictures released to theatres between 1953 and 1965, fourteen pictures released in 1966, twelve pictures released in 1967, twelve released in 1968, ten pictures released in 1969 ten released in 1970, five pictures released in 1971 and six pictures released in 1972) have been licensed to American Erozdcasting Company or Columbia Broadcasting System on a picture-by-picture basis for a leased in 1972) have been licensed to American Erotacasting Company of Columbia Broadcasting System on a picture-by-picture basis for a limited number of network telecasts (one to four), each over a limited period for an aggregate consideration of \$89,015,000. The licenses in respect of 78 of these-pictures have already expired and the licenses to the remainder expire at various times, but none later than 1900. to the remainder expire at various times, but none later than 1900. The syndication rights to 40 of these pictures are included in the Seven Arts licenses referred to above. The Company is also actively engaged in the syndication of features in the United States and foreign

The Company's library of theatrical feature films which are not subject to any United States telecast licenses or syndication agreements consists of 45 pictures which were released to theatres since the middle of 1:54. of 45 pictures which were released to theatres since the middle of 154. Some of these features may not be suitable for telecasting because of their content or for other reasons. Of the 45 pictures, one was released in 1973, six were released in 1972, eleven were released in 1971, five in 1970, eight in 1959, one in 1968 and thirteen in 1967 and prior years. In addition, there are 56 pre-1948 pictures which have been on televiaton pursuant to subdistribution agreements that have expired and several hundred pre-1935 pictures.

ere ere only three potential network customers and the Company believes that the elimination of cigarette advertising, the cut-back in network prime time, the backleg of features already under license and other factors may have an adverse effect in this market.

The Company also produces, alone or in association with others, feature-length films where initial United States release is on network tele-vision. Such films are made in color and can be telecast in color or black and white.

Production and Distribution of Television Programs:

The Company produces, alone or in association with others, or acquires from other producers distribution rights in film series for television presentation over an extended period of weeks. The success of the Company in plecing film series on prime network time and the profit derived therefrom has fluctuated widely over the past five years.

During the 1972-1973 season, the Company was a supplier of television programs for prime network time, having three such serias for a total of 1-1/2 hours of prime network time per week. Concurrently with the metwork presentation in the United States, these subjects are generally evoluble to television stations in Caneda and abroad and following the network run are svailable for license by the Company for re-tun over network self-litena or independent stations in the United States. network affiliates or independent stations in the United States.

The downstic and foreign presentation of television programs, including general and re-tun broadcasts of such films, is an important newcome of improve and restain broadcasts of soon trians, is an important broadcasts of soon profitability of such programs is dependent on saley factors, of which cost and public response and fundamental importance. All films are now produced in color, and can be telecast in color or black and white.

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# TWENTIETH CENTURY-FOX

## 1972 qual report to shareholders:

In 1972 your management continued the program begun in the turnaround year 1971; it involved modernization, diversification and future earnings growth.

Earnings before extraordinary items in 1972 were \$6,741,000 or \$.79 per share compared to \$6,563,000 or \$.77 per share in 1971. In 1972 there was notable improvement in the earnings of several subsidiaries, including DeLuxe General, Inc., our motion picture film processing laboratory; KMSP-TV, our ABC-TV affiliated station in Minneapolis; and our foreign theatre holdings throughout the world. Continued growth in earnings from subsidiary operations will result, we believe, in a broader and fundamentally healthier profit base for the Company. Operating earnings have now been achieved in each of the last eight quarters.

Net extraordinary gains in 1972 were \$1,067,000 or \$.12 per share, compared with \$3,160,000 or \$.37 per share in 1971. Included in the 1971 extraordinary gains was that realized from the sale of our investment in an affiliated company.

The consolidation in Los Angeles of most of the Company's New York-based operations is providing significant benefits in addition to cost reduction. This relocation brought together the Company's feature film production, television and marketing organizations and corporate staffs and has resulted in greatly improved management coordination.

A substantial portion of the fixed costs of our foreign distribution operations was eliminated by consolidating various activities in Canada, England, France, Italy and Japan with the distribution operations of leading local distributors. In a number of other foreign territories we consolidated certain distribution operations with those of Metro-Goldwyn-Mayer, Inc.

The Company's feature film division began 1972 with the outstanding success of "The French Connection," which went on to capture five Academy Awards including Best Picture. At year's end we successfully launched "The Poseidon Adventure," a joint venture production, which has been very well received by audiences and was

## TWENTIETH CENTRY-FOX FILM CORPORATION AND SUBSIDIARIES

## statements of consolinated earnings

YEARS ENDED DECEMBER 30, 1972 AND DECEMBER 25, 1971



	1972	1971
Revenues	(53 Weeks)	(52 Weeks)
		usands)
Feature films (notes 1 (c) and 14)	\$116,295	\$140,164
Television programs (note 1 (c))	25,903	28,267
Film laboratory sales	20,214	23,154
Foreign theatre admissions and related income	23,434	20,753
Other operating revenues	13,204	11,950
Sundry	2,366	2,527
	201,416	226,815
Costs and expenses		
Amortization of film costs, participations and		
other direct costs (note 1 (b))	104,308	129.075
Film laboratory operating costs	17.735	22,979
Foreign theatre operating costs	20,192	18,475
Costs relating to other operating revenues	. 10,274	8.143
Selling, general and administrative expenses	31,826	29,410
Interest expense .	3,001	5,596
	187,336	213,678
Earnings before income taxes and extraordinary items	14,030	13,137
Income taxes (notes 1 (e) and 6)	7,339	6,574
Earnings before extraordinary items	6,741	6,563
Extraordinary items (note 15)	1,067	3,160
Net earnings (note 14)	\$ 7,808	\$ 9,723
Per common share (notes 11 and 14)		
Earnings before extraordinary items	\$ .79	\$ .77
Extraordinary items	.12	37.
Net earnings		
not comings	\$ .91	\$ 1.14

See accompanying notes to consolidated financial statements.

### **s**tatements of consolipacen resained earnings (deficit)

YEARS ENDED DECEMBER 30, 1972 AND DECEMBER 25, 1971



Balance, beginning of year Previously reported Retained earnings of subsidiaries not previously consolidated (note 1 (a)) Restated

Net earnings Balance, end of year

See accompanying notes to consolidated financial statements.

1972	1971
(53 Weeks)	(52 Weeks)
	usands)
\$(11,913)	\$ (33,784)
_	12,148
(11,913)	(21,636)
7,808	9,723
\$ (4,105)	\$(11,913)

### notes to Financial statements

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

(a) PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of the Company and its domestic and foreign subsidiaries. Earnings in excess of amounts remitted during the year from foreign territories with severe currency restrictions have been excluded from consolidated operations. All significant intercompany accounts and transaction; have been eliminated. Certain reclassifications of the 1971 financial statements have been made to conform to the 1972 presentation.

In 1972 the Company adopted the policy of consolidating the accounts of its subsidiaries operating major theatre circuits in Australia and New Zealand. The 1971 financial statements have been restated accordingly. This change in consolidation policy had the effect of increasing earnings before extraordinary items by \$199,000 (\$.02 per share) and decreasing net earnings by \$1,973,000 (\$.23 per share) in 1972 and increasing earnings before extraordinary items by \$365,000 (\$.05 per share) and net earnings by \$725,000 (\$.09 per share) in 1971.

The financial statements of foreign operations are translated into U.S. dollars at current exchange rates, except investments and property and equipment and related depreciation and amortization which are translated at the rates prevailing at the dates of expenditure. Translation gains and losses, which have not been significant, are included in consolidated earnings. The favorable effect of the devaluation of the U. S. Dollar in February 1973 has not been reflected in 1972.

(b) INVENTORIES

Inventories (see note 3) are stated at the lower of cost or estimated realizable value. The cost of feature films and television programs are amortized in the proportion that the net revenues of each year bears to the total estimated net revenues expected to be realized from all established sources. Such estimates of total net revenues are continually reviewed by management and revised, if warranted by changing conditions. When estimates of total revenues indicate that a feature or television production Result in an ultimate loss, additional amortization is provided to ecognize such loss.

Advances to or guarantees of loans to producers are accounted for by the Company as inventory and the related liability is also recorded.

The portion of inventories which may not be realized within one year has been classified as a current asset in accordance with the practice of the motion picture industry.

(c) THEATRICAL AND TELEVISION REVENUES

Revenues from theatrical exhibition of feature films are recorded after the film is exhibited and is billable to the exhibitor. Revenues and related expenses from licensing theatrical films for network television exhibition are recognized upon execution of contracts. Revenues from other television exhibition are recognized in accordance with the invoicing terms of the

related agreements. In accordance with accounting principles promulgated in 1971, the Company is discounting to present value long-term non-interest bearing receivables and payables arising from network feature film licensing contracts executed subsequent to September 30, 1971. The net effect of such discounting which is recognized as interest income in subsequent periods, was to decrease earnings before extraordinary items by \$585,000 (\$.07 per share) and net earnings by \$1,178,000 (\$.14 per share) in 1972 and earnings before extraordinary items by \$514,000 (\$.06 per share) and net earnings by \$986,000 (\$.12 per share) in 1971.

(d) DEPRECIATION AND AMORTIZATION

Depreciation and amortization of property and equipment is provided on the straight-line method using various rates based on estimated useful lives unless, in the case of leased properties, the term of the lease is a shorter period. Depreciation and amortization of property and equipment amounted to \$3,325,000 in 1972 and \$3,350,000 in 1971, of which \$1,247,000 in 1972 and \$1,258,000 in 1971 were charged to operations; the remainder in each year was charged to film inventories.

In 1972, because of the decline in the earnings of Wylde Films (a consolidated subsidiary acquired in 1969), the Company commenced amortizing the excess of cost over net assets acquired arising from this acquisition. Such excess in being amortized over 10 years on the straight-line method. The amortization had the effect of decreasing 1972 earnings before extraordinary items and net earnings by \$619,000 (\$.07 per share).

Music copyrights are being amortized on the straight-line method over 15 years, their estimated economic lives.





In 1972, the Company adopted, subject to stockholder approval, an employee stock option plan under which a maximum of 500,000 shares of the Company's common stock may be granted at prices not less than the quoted market value of the stock at the date of grant. The options are generally exercisable over four years commencing one year after the date of grant. During 1972, subject to stockholder approval, options to purchase 125,000 shares were granted at an exercise price of \$10.75.

### Note 11. EARNINGS PER COMMON SHARE

72 and 1971 earnings per share have been computed based on 8,561,815 eres, the number of shares outstanding during each year. Convertible debentures have been excluded from the computations, since their assumed conversion would not have a material effect on earnings per share.

## Note 12. CONTINGENT LIABILITIES AND COMMITMENTS

(a) In addition to commitments in the ordinary course of business, the Company is contingently liable under lawsuits and claims for substantial amounts. In the opinion of counsel and management of the Company, the amounts, if any, that may ultimately be paid are not expected to have a material effect on the Company's financial position.

(b) At December 30, 1972, the Company was obligated under a noncancellable lease expiring in 2060 covering studio property, that provides for net annual rentals of \$1,500,000 (aggregating \$131,000,000 over the remaining term).

Other noncancellable leases on real property that expire between 1973 and 2048 provide for aggregate rentals of approximately \$15,400,000. Approximate average minimum annual rentals subsequent to 1972 on these leases follow:

	Amount	
Years	(in thousand	s
	1.768	
1973	1,519	
1974	1,289	
1975	1,091	
1976	928	
1977		
1978-1982	605	
1983-2048	88	

Rant expense under cancellable and noncancellable leases, including charges to film inventories, amounted to approximately \$3,600,000 in 1972 and \$3,900,000 in 1971.

## Note 13. EMPLOYEES' RETIREMENT AND INCENTIVE COMPENSATION PLANS

(a) The Company has several pension plans covering substantially all of its employees not covered by union plans, including employees of certain foreign operations. The total pension expense was \$1,325,000 in 1972 and \$1,360,000 in 1971.

(b) The Company has incentive compensation plans for certain of its key employees. In addition, certain officers and employees under contract are entitled to cost of living adjustments on their compensation. The total amounts accrued under these plans was \$793,000 in 1972 and \$620,000 in 1971. Payments under these plans are subject to such Federal wage laws and regulations which may be applicable.

## Note 14. REVENUES FROM LICENSING FEATURE FILMS TO TELEVISION

Revenues from licensing theatrical feature films for television exhibition aggregated approximately \$19,191,000 in 1972 and \$21,200,000 in 1971. Of such revenues \$14,063,000 in 1972 and \$16,404,000 in 1971 resulted from transactions with television networks. The effect on earnings and earnings per share from these transactions follows: Per share

Amount

1972 1971

.19

.17

.36

.24

25

.49

	1972	19/1
	(in thou	
Earnings before extraordinary credits	\$2,088	1,610
Extraordinary credit—Federal income tax benefit from operating loss carryforward	2,114	1,470
Net earnings	\$4,202	3,080

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lote	15.	EXT	RAOF	DINA		ITEMS	
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Note 15. EXTRAORDINARY ITEMS  A summary of extraordinary items follows:	Gross	Applicable Income Taxes	Net
		(in thousands)	1 %
1972: Gain on sale of Australian real estate	\$ 483	(251)	232
Expense resulting from relocation of corporate headquarters from New York City to Los Angeles Provision for estimated severance pay	(1,500)	720	(780)
resulting from the establishment of joint ventures for feature film distribution in foreign countries	(1,200	576	(624)
Federal income tax benefit from	_	2,239	2,239
operating loss carryforward	\$(2,217		1,067
1971: Gain on sale of Australian real estate Gain on sale of minority interest in	\$ 695		334 2,000
Robbins Music Corporation Provision for estimated loss on close- down of the New York City laboratory operations and its consolidation with the Los Angeles operation Expenses resulting from the conduct of	3,832		(1,567)
proxy contest and litigations relating to the 1971 annual shareholders meeting Federal income tax benefit from	(93	2) 447	(485)
operating loss carryforward		2,878	2,878
	\$ 59	5 2,565	3,160

### accountants' regert

#### PEAT, MARWICK, MITCHELL & CO.

Certified Public Accountants 555 South Flower Street Los Angeles, California 90071

The Board of Directors and Stockholders Twentieth Century-Fox Film Corporation:

We have examined the consolidated balance sheets of Twentieth Contury-Fox Film Corporation and subsidiaries as of December 30, 1972 and December 25, 1971 and the related statements of earnings, retained earnings (deficit) and changes in financial position for the respective years then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances

In our opinion, the aforementioned financial statements present fairly the consolidated financial position of Twentieth Century-Fox Film Corporation and subsidiaries at December 30, 1972 and December 25, 1971 and the results of their operations and the changes in their financial position for the respective years then ended, in conformity with generally accepted accounting principles applied on a consistent basis, after the restatement in 972 for the change in consolidation policy as described in note 1(a) to the financial statements and except for the change in recording long-term non-interest bearing receivables and payables in 1971 as described in note 1(c) to the financial statements. We concur with the aforementioned Part, Marwick, Mutchell + Co changes.

March 1, 1973

#### AGREEMENT OF SALE

THIS AGREEMENT, made and entered into on this 12th day of July, 1968, by and between W. G. HEINZ and DR. RICHARD HORNEERGER (individually and collectively hereinafter referred to as the "Owner" and who individually and collectively use the pseudonym "RICHARD HOOKER") and ASPEN PRODUCTIONS, INC., a California corporation, (hereinafter referred to as the "Purchaser"),

#### WITNESSETH

WHEREAS, the Owner represents and warrants to the Purchaser that the Owner is the sole and exclusive proprietor, throughout the world, of that certain original novel entitled "MASH;" and,

WHEREAS, the Owner further represents and warrants to Purchaser that the following facts are true and correct with respect to said literary work:

- (a) Owner is the sole author of said literary work.
- (b) Said literary work will be published in book form by William Morrow Co., Inc., in the United States, and said literary work, when so published, will be duly registered for copyright by and in the name of Owner, and any publication agreement between Owner and William Morrow Co., Inc., aforesaid, or between

Owner and any other person, firm or corporation, does not and shall not conflict or interfere with any of the rights, licenses, privileges or property granted to Furchaser hereunder.

(c) Said literary work has not been published in any manner in any place in the world; no copyright relating to said literary work has been effected, and no registration relating to copyright protection thereof has been made; no motion picture or dramatic version of said literary work, or any part thereof, has been manufactured, presented or authorized; no radio or television broadcast or presentation of said literary work, or any part thereof has been made or authorized; and, except for the publication arrangements between Owner and William Morrow Co., Inc., aforesaid, no written or oral agreements or commitments whatsoever with respect to said literary work or with respect to any rights therein have heretofore been made or entered into by or on behalf of Owner.

Said literary work, and all existing and future forms, versions and adaptations thereof whatsoever, and each and all parts of the same, are hereinafter collectively referred to in the singular as the "literary property."

WHEREAS, the Owner further represents and warrants to the Purchaser that the Owner has not adapted said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has the Owner copied or used in said literary property the plot, scenes, sequence or story of any other literary, dramatic or other work; that had literary property does not infringe upon any common law or statutory rights in any other literary, dramatic or other work; that no material in said literary property is libelous or violative of the right of privacy of any person; that he full use of the rights in said literary property herein granted to the Purchaser would not violate any rights of any person, firm or corporation; and that said literary property is not in the public domain in any country in the world where copyright protection is available; and,

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WHEREAS, the Owner further represents and warrants to the Purchaser that the Owner is the exclusive proprietor, throughout the world, of the rights in said literary property herein granted to the Purchaser; that the Owner has not assigned, licensed or in any manner encumbered or impaired the said rights; that the Owner has not committed or omitted to perform any act by which the said rights could or will be diminished or impaired; and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright in said literary property, or in any part thereof, or in the rights granted hereunder; and,

WHEREAS, the Owner does hereby agree to at all times indemnify and save harmless the Purchaser, its successors, assigns and licensees, from and against any and all claims, demands and/or causes of action arising out of or resulting from any breach by the Owner of any of the Owner's representations, warranties, covenants and/or agreements herein contained; and,

WHEREAS, the Purchaser, relying upon the aforementioned representations and warranties made by the Owner, desires to acquire the rights hereinafter granted in and to said literary property;

consept materials included therein which are in the public Commin;

NOW, THEREFORE, in consideration of the foregoing representations and warranties and of the respective covenants and agreements of the parties hereto, it is hereby agreed as follows:

FIRST: The Owner does hereby sell, grant, convey and assign unto the Purchaser, its successors, assigns and licensees, forever, the following rights in and to said literary property:

- (a) The sole and exclusive motion picture rights of every kind, nature and description, throughout the world, in and to said literary property, including the motion picture copyright and copyright renewal therein.
- (b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words, taken from and/or based upon the text or theme of said literary property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound separately or in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme, title of or dialogue contained in said literary property.
- (c) The sole and exclusive right, throughout the world, to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright and in any manner exploit and dispose of motion picture versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, in any and all languages, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property,

to add to and subtract from said linerary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, including, without limitation, the exclusive right to use said title for any musical or lyrical composition contained in the sound track of any of said motion picture versions, or any other mechanical reproduction of the material contained therein, change the characters in said literary property, change the descriptions of said characters, and use all thereof in new versions, adaptations, remakes, and in sequels, publicat to Article Matronth bereet, and to register and obtain copyright therein throughout the world.

- (d) The sole and exclusive right to include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.
- (e) The sole and exclusive right to make movietone musical comedy, movietone operatta, movietone operatic and/or dramatico-musical versions of said literary property.
- (f) All television rights of every kind, nature and description; solely and exclusively throughout the world, in and to said literary property, including the right to project, exhibit and/or broadcast, visually and/or audibly, said literary property or any part or version thereof by means of the medium known as television or by any process now or hereafter devised analogous thereto, subject to the reservation unto the Owner of the right to broadcast said literary property by television direct from living actors only; provided that any

- 4 -

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such live television broadcast shall only be made simultaneously with the performances of such living actors; provided, further, that there shall be no rebroad-cast of any such live television broadcast by means of kinescope or by any other method or means whatever; and provided, further, that the Owner shall not, during the period commencing on the date of this Agreement and ending years thereafter (herein called the year period"), or during the period commen-Agreement and ending cing on the date of this Agreement and ending \_\_\_\_\_\_years after the date of the general release of the first motion picture which may be produced hereunder (herein called the " called the "\_\_\_\_\_\_\_year period"), whichever period shall first expire, exercise or otherwise utilize such reserved live television right, nor license, lease, sell or otherwise dispose of such reserved live television right or any interest therein, nor present or permit the presentation of any such live television broadcast.

In addition to the year restriction on Owner's use of the reserved live television right in the literary property, it is agreed with respect to any filmed television series produced by or in association with the Purchaser based on or arising out of the literary property, the Owner shall not exercise its reserved live television right at any time during the period in which a network television broadcast agreement relating to any such a detelevision series is in effect of a period of twelve (12) months the after, it being further understood and agreed

that nothing herein contained is intended to nor shall it shorten the said restricted period of years or years, whichever may be applicable.

After the expiration of the applicable restricted period, the Owner may license, lease, sell or otherwise dispose of such reserved live television right or any interest therein, but only in the following manner:

If, at any time or from time to time after the expiration of the applicable restricted period, the Owner has and/or receives any bona fide offer to license, lease and/or purchase such reserved live television right or any interest therein, and the Owner proposes to accept such offer, the Owner shall notify the Purchaser, by registered mail or telegram, of such offer, the name of the offeror, the proposed purchase price and other terms of such offer; and, for a period of and, for a period of \_\_\_\_\_\_ days from and after the Purchaser's receipt of said notice, the Purchaser shall have the exclusive option to license, lease and/or purchase, as the case may be, such reserved live television right or the interest therein referred to in such offer, at the same purchase price and upon the same terms as are set forth in such notice. If the Purchaser elects to exercise its said option, the Purchaser shall notify the Owner of the exercise thereof by registered mail or telegram within said day period, otherwise

the Constitution that the free to accept said bona fide offer made by another; provided that, if any such proposed license, lease and/or sale is not consummated, the Purchaser's said option shall revive and

shall apply to each and every further offer or offers at any time received by the Owner and relating to the Owner's said reserved live television right or any interest therein; provided, further, that the Furchaser's said option shall continue in full force and effect, upon all of the terms and conditions of this paragraph, so long as the Owner retains any right, title or interest in or to such reserved live television right; and provided, further, that the Purchaser's said option shall inure to the benefit of the Turchaser, its successors and assigns, and shall bind the Owner and the Owner's heirs, successors and assigns.

à

Without limiting the generality or effect of the grant to Purchaser of the television rights in the literary property pursuant to this Agreement, Purchaser shall have the right to broadcast the literary property or any part or version thereof (whether direct from living actors or from motion pictures or film or otherwise) in connection with the advertising or exploitation of any motion picture which may be produced hereunder, provided that any such broadcast direct from living actors shall not exceed minutes in length.

(g) The right to broadcast said literary property, or any part or version thereof, by means of radio processes, in conjunction with or exploitation of, or as an advertising medium or tie-up with, the production, distribution and/or exhibition of any motion picture which may be produced hereunder, which have the right to contains such that

No radio broadcast of the literary property pursuant to the paragraph immediately preceding shall exceed \_\_\_\_\_ minutes in length.

The Owner shall not broadcast said literary property, or any part or version thereof, by any such method or means nor authorize or permit said literary property, or any part or version thereof, to be broadcast by any such method or means (except as herein provided) during the period com-mencing on the date of this Agreement and years thereafter, ending or during the period commencing on the date of this Agreement and ending years after the date of the general release of the first motion picture which may be produced hereunder, whichever period shall first expire.

in the literary property, it is agreed with respect to any filmed television series produced by or in association with the Purchaser based on or arising out of the literary property, the Owner shall not exercise its reserved radio rights at any time during the period in which a network television agreement relating to any such filmed television series is in effect and for a period of twelve (12) months thereafter, it being further understood and agreed that nothing herein contained is intended to nor shall it shorten the said restricted period of years, whichever may be applicable.

(h) To exclusively use and exploit and to license others to utilize and exploit all commercial tie-ups and merchandising rights of any sort and nature arising out of or connected with any or all of the following: (i) the literary property; (ii) any motion picture or television version of the literary property; (iii) the title or titles of said literary property or any motion picture or television version thereof; (iv) the characters contained in said literary property or any motion picture or television versions; (v) the names or characteristics of said characters.

SECOND: It is the purpose of this Agreement and the intention of the Owner to transfer unto the Purchaser all rights sold, granted, conveyed and assigned under this Agreement together with the so-called "moral rights of authors"; and the Owner does hereby reserve all other rights on and to said literary property. It is agreed that all rights granted to the Purchaser under this Agreement may be exercised by the Purchaser (without the payment of any additional consideration by the Purchaser) with respect to all drafts, revisions, arrangements. adaptations, dramatizations, translations and other versions of said literary property which may heretofore have been written or which may hereafter be written by or with the sanction of the Owner. It is further agreed that the Purchaser shall be under no obligation to exercise or put to use any of the rights acquired by the Purchaser under this Agreement.

THIRD: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings at law or in equity to enjoin and restrain any infringements of the rights herein granted; and the Owner does hereby assign and set over unto the Purchaser any and all cause or causes of action arising or resulting by reason of or based upon such infringement or infringements; and the Owner does hereby assign and set over unto the Purchaser any and all recoveries obtained in any such action. The Owner agrees that the cincluding, but not by may of limitation, publication and constitution; provided, however, that said drawatic allows any cold at the circumstance of the constant of the cause of the cau

escurent as eleculore herein erevided

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Owner will not compromise, settle or in any manner interfere with any such litigation, if brought; and the Purchaser does hereby agree to indemnify and save harmless the Owner from any costs or damages which the Owner may suffer as a direct result of any such suits or proceedings.

FOURTH: The Owner hereby grants to the Purchaser, its successors, assigns and licensees, forever, the right to publish, copyright or cause to be published and copyrighted in any and all copyright or cause to be published and copyrighted in any form or languages, in any and all countries in the world, in any form or languages, in any and all countries in the world, in any form or languages, in cluding but not limited to press books, press notices, media (including but not limited to press books, fan magazines trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets), synopses, revised and/or abridged versions of said literary property adapted from said literary property or from any motion picture or other version thereof; property or from any motion picture or other version thereof; provided that no such synopsis, revised or abridged version shall include more than seven thousand five hundred. (7,500) words taken from said literary property...:

FIFTH: The Owner agrees to execute and procure any other and further instruments necessary to convey, assign and copyright the rights in said literary property herein granted by the Owner to the Purchaser in any country throughout the world. If it shall be necessary under the laws of any country that copyright registration be acquired in the name of the Owner, the Purchaser is hereby authorized by the Owner to apply for said copyright registration in the name of the Owner; and, in such event, the Owner shall and does hereby assign and transfer the same unto the Purchaser, subject to the rights in said literary property reserved hereunder by the Owner. The Owner further agrees, upon request, to duly execute, acknowledge, procure and deliver to the Turchaser such short form assignments as may be requested by the Purchaser for the purpose of recording in the United States or elsewhere. If the Omer shall fail to so execute and deliver the assignments or other instruments herein referred to, the Purchaser is hereby authorized to execute the same in the name of the Owner and as the Owner's attorney in fact.

SIXTH: In the event that said literary property is hereafter published in any country in the world, the Owner shall take and complete any and all steps and proceedings, required by

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the law of any country within which such publication occurs, to secure copyright in said literary property and to prevent said literary property from falling into the public domain by reason of such publication.

The Owner shall take such steps and proceedings as may be necessary to renew or extend any and all copyrights now or hereafter secured upon said literary property. As a material part of the consideration moving to the Purchaser for its execution of this Agreement, the Owner, without the payment of any further consideration by the Purchaser, shall (promptly upon any such renewal or extension) assign to the Purchaser, for such renewed or extended term, all of the rights in said literary property which are granted to the Purchaser under this Agreement.

If the Owner shall fail to do any of the things specified in this Article, the Furchaser is hereby granted the right and authority to perform such acts and take such proceedings in the name and on behalf of the Owner and as the Owner's attorney in fact. The Coner course to concerts a sublichast univer latter and a short form analyzment for computer recording.

SEVENTH: The Owner shall not use nor permit the use of any of the rights reserved to the Owner hereunder in any form or manner or for any purpose which would unfairly compete with the full and unrestricted use of the rights that are herein granted by the Owner to the Purchaser.

EIGHTH: This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, successors and assigns, forever.

NINTH: The Owner agrees to furnish to the Purchaser, upon the execution of this Agreement, five (5) printed or type-written copies of said literary property in the same form in which said material was presented to the public or, if no such presentation has been made, then in the form presented to the Purchaser.

	TENTH: If the Purchaser produces any motion nicture
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PICTURE If the Purchaser produces any motion picture bases on said literary property, then the Purchaser shall afford the Comer credit on all positive prints of said motion picture and in connection with all paid advertising issued by the Purchaser, except group, list, teaser, trailer and special advertising or advertisements of eight (8) column inches or less.

Said credit, which shall be displayed on a separate card on said positive prints of said motion picture, shall read as follows:

(a) If said motion picture has the same title as the published title of said literary property, then such screen credit shall read:

"From a novel by Richard Hooker"

(b) If said motion picture does not bear the same title as the published title of said literary property, then such screen credit shall read:

"Based on the novel, "MASH," by Richard Hooker"

No casual or inadvertent failure or omission on the part of the Purchaser to afford the Owner any of the above prescribed credit shall be deemed a breach of this Agreement, but Purchaser agrees to endeavor to correct the same after receipt of written notice from Owner.

In the event a television series is based on the literary work,\*

<sup>\*</sup>Owner will be afforded television screen credit in accordance with Theatrical or Telvision Writers Guild agreement.

PLEVENCH: The Cumer agrees that any cale, lease, license or other transfer of any of the rights reserved to the Owner hereunder aball be made subject to this of the terms and conditions of this Agreement. The Owner further agrees that each purchaser, leases or other transferce of any of the rights reserved to the Camer hereunder shall be notified by the Owner of the terms and conditions of this Agreement.

Agreement small to sent by United States registered mail, postage prepaid, or by telegram addressed to Mentieth Contury-For Falm Corporation, Attention: Legal Department, Dox 900, Deverly Mills, California; and all notices to the Cuner under this Agreement shall be sent by United States registered mail, postage prepaid, or by telegram addressed to the Owner and Mills.

Compensation or ree to any agent of the Cumer in connection with this Agreement.

property granted nerein shall be cumulative and the Purchaser may exercise or use any of them separately or in conjunction with any one or more of the others.

FIFTEENTH: (A) The term "sequel", as used in this Article, shall only mean any screenplay or other literary or dramatic work or material or any feature length motion picture (1) in which the principal characters portrayed in said literary property are portrayed in new events and situations differing from the events and situations (involving such characters) in said literary property or in any motion picture produced hereunder, and (ii) in which the story is substantially different from the story of said literary property or of any motion picture produced hereunder; provided that neither the first motion picture which may be produced hereunder, nor any remake of such first motion picture (as the term "remake" is generally understood in the motion picture industry), nor any remake of any sequel, nor any remake of any remake, shall ever be deemed to be a sequel.

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The term "studio sequel", as used herein, shall mean any screenplay or other literary or dramatic work or material (constituting a sequel) which shall not have been based upon a sequel written by the Owner.

The term "Owner's sequel", as used herein, shall mean any screenplay or other literary or dramatic work or material (constituting a sequel) created or written by the Comer.

The phrase "motion picture and allied rights", as used herein, shall mean rights identical with all of the rights granted to the Purchaser under this Agreement.

(B) In the event the Purchaser completes the production of any feature length motion picture based prinarily upon a studio sequel, the Purchaser shall become obligated to pay to the Owner, as compensation in full with respect to such studio sequel, the total sum of the first buch such studio sequel.

Description for their than the control of the general release in the United States of such studio sequel.

(C) The Owner reserves the right, subject to the terms and conditions set forth in this Article, to create or write one or more Owner's sequels.

The Owner shall not use, sell, assign, license or otherwise dispose of or offer to dispose of any motion picture or allied rights in any Owner's sequel without first submitting such sequel to the Furchaser; and the Purchaser shall have the exclusive right and option, for the period of the completed manuscript of any such Owner's sequel, to purchase the exclusive motion picture and allied rights in such sequel (as such rights are herein defined) for such purchase price as may be mutually agreed upon during such period between the Owner and the Purchaser.

After the expiration of said day period (in the event the Owner and the Purchaser have failed to agree upon a mutually acceptable purchase price), the Owner shall not use, sell, assign, license or otherwise dispose of or offer to dispose of any of the motion picture or allied rights in such

Confirmenth horses, with a recommon nerment for said sernel of the fundred throughd Dallara (-100,000,00). Charpelly nor cont of such superior thall be made to be, Diriend Hermosover and thirty-five per cost of such payment thill be such to 0. U. Dallar.

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Owner's sequel to any person, firm or corporation other than the Furchasor mathemat fines offering such rights to the Purchasor at the same pareliare price and upon the same berms as shall have been arreped to the Comer by such other prospective buyer. The Comer shall gave the Parchaser imition notice of such offer by such other presentative buyer, the same of the efferor, the proposed putchase price and other terms offered in good faith by such offerer; and, for the period of such offeror; and, for the period of \_\_\_\_\_\_ derection (exclusive of Saburdays, Sundays and holidays) after the fureneser's actual receipt of such unitten notice from the Owner, the Purchaser shall have the option to purchase the motion picture and allied rights in such Comer's sequel at the came purchase price and upon the same terms as are set forth in such written notice. If the Purchaser elects to exercise such option, the Purchaser shall give written notice of the exercise thereof to the Owner within said period of Sundays and holidays), occurrate the cond shall thereupon be . down (exclusive of Saturdays, free to sell the motion picture and allied rights in such Comer's sequel to the offeror named in the written notice to the Purchaser at the same purchase price and upon the came terms contained in such written notice; but, if any such proposed sale is not completed, the Purchaser's said option to have first rerusal to purchase the motion picture and allied rights in such Comer's sequel shall revive and shall apply to each and every further offer or offers received by the Owner and relating to such Owner's sequel. It is further agreed that the Purchaser's option herein set forth, to have first refusal to purchase, shall be effective and said option may be exercised by the Purchaser with respect to each and every offer or offers relating to each and every Cwner's sequel which may at any time or from time to time be written or created by the Owner.

In the event the Purchaser shall exercise any option granted under this Article, the Owner shall, within and additional days after the exercise of such option, execute and deliver to the Purchaser such documents as the Purchaser may reasonably require, granting unto the Purchaser the rights covered by such option.

(D) Nothing in this Article or elsewhere in this Agreement contained shall ever be deemed to restrict, diminish or impair the rights of either of the parties hereto to utilize freely, in any work or production, any story, idea, plot, theme, sequence, scene, episode, incident, name, characterization or dialogue which may be in the public domain, from whatever source derived.

o(72) hours

SINTENSE: As consideration in full for all the rights, licenses, privileges and property granted to the Purchaser hereunder and for all of the promises, representations and varranties made by the Owner hereunder, the Purchaser shall pay to the Owner:

- (a) The sum of One Hundred Thousand Dollars (\$100,000.00), payable as follows:
  - 1. Sixty-five Thousand Dollars (\$65,000.00) payable to and on behalf of Dr. Richard Hornberger, payable as follows:

Fifty-Eight Thousand Five Hundred Dollars (\$58,500.00) shall be payable to Paul R. Reynolds, Inc., as agent for Dr. Richard Hornberger, upon execution of this Agreement;

Six Thousand Five Hundred Dollars (\$6,500.00) shall be payable to Paul R. Reynolds, Inc., as its agent's commission for Dr. Richard Hornberger, on or about January 10, 1969.

2. Thirty-Five Thousand Dollars (\$35,000.00), payable on behalf of N C Heinz to William Morris Agency, Inc., as agent for W. C. Heinz, as follows:

Fifteen Thousand Dollars (\$15,000.00) payable upon execution of this Agreement;

Ten Thousand Dollars (\$10,000.00) on or about January 10, 1969;

Ten Thousand Dollars (\$10,000.00) on or about January 10, 1970.

(b) In addition to the sum contained in (a) hereof, Purchaser shall pay to Owner a sum equal to fifty cents (50¢) per copy for each copy, paid for among returned, if any, in excess of twenty-five thousand (25,000) copies of the original hard-cover regular trade edition

of said literary property sold by the Publisher from the date of the first publication of said literary property to book sellers or to the public in the Continental Unived States and Canada through regular channels (other than book clups) at the standard price per copy first established by the Publisher; provided that there shall not be included in said computation any sales made subsequent to the period commencing on the aforementioned date of first publication of said literary property and ending eighteen (18) months thereafter. Within sixty (60) days after the expiration of the aforesaid eighteen (18) month period, the Owner shall cause to be delivered to the Purchaser a statement certified by an officer of the Publisher setting forth the number of copies of said literary property which have been sold, paid for and not returned, in accordance with the terms of this subdivision (b). The Purchaser shall have the right to verify the accuracy of said statement and, for such purpose, the Owner shall cause the Purchaser to have the right to examine the books and records of the Publisher during reasonable business hours. (c) In the event said literary property is chosen and issued as a regular selection for sale to its members by the Book-Of-The-Month Club or the Literary Guild or the Reader's Digest Book Club, then Purchaser shall pay to the Owner an additional bonus payment of Ten Thousand Dollars (\$10,000.00), payable as follows: Six Thousand Five Hundred Dollars (\$6,500.00) to Paul R. Reynolds, Inc., as agent for Dr. Richard Hornberger as accrued. Three Thousand Five Hundred Dollars (\$3,500.00) to William Morris Agency, Inc., as agent for W. C. Heinz, as accrued or on January 10, 1971, whichever is later. \*for each such selection - 14 -(434)

(d) The total amount which may become due and payable to the Gener under Chamaing amount which have become due and payable to the Gener under Chamaing amount affects that a this Article Sixteenth, was a this article and a thin and a thin and the sum of Two Hundred Thousand Dollars (\$200,000.00).

SEVENTEENTH: In the event Purchaser produces a television series based upon said literary property, then the Purchaser shall pay to the Owner the following:

- (a) The sum of Five Hundred Dollars (\$500.00) for each episode of any such series of not more than thirty (30) minutes in length which is produced and telecast.
- (b) The sum of Seven Hundred Fifty Dollars (3750.00) for each episode of any such series in excess of thirty (30) minutes but not more than sixty (60) in length which is produced and telecast.
- (c) The sum of One Thousand Dollars (\$1,000.00) for each episode of any such series in excess of sixty (60) minutes in length which is produced and telecast.
- (d) In the event any episode in (a), (b) or (c) of this Article is re-run, then the Purchaser shall pay to the Owner twenty per cent (20%) of the sum initially paid under (a), (b) or (c) of this Article, upon the second run, the third run, the fourth run, the fifth run, and the sixth run. No further re-run payments shall be due or payable after the sixth run.

An episode which has been broadcast not more than once in any city in the United States and Canada is in its first run. An episode which has been broadcast once but not more than twice in any city in the United States and Canada is in its second run. A similar test shall apply in determining when and episode is in its third and succeeding runs.

\*minutes

All sums payable under this Article Seventeenth shall be payable to Owner as follows:

Sixty-five per cent (65%) to Paul R. Reynolds, Inc., as agent for Dr. Richard Hornberger as the same accrues, and thirty-five per cent (35%) to William Morris Agency, Inc., as agent for W. C. Heinz, as the same accrues, or on January 10, 1971, whichever is later.

The Owner hereby authorizes and directs the Purchaser to make the foregoing payment by check as above provided, and Owner agrees that payment in the manner herein set forth shall be in full satisfaction and discharge of Purchaser's obligation to Owner.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first hereinabove written.

W C HELIZ

DR. RICHARD HOMILLANDER

(OWNER)

ASPEN PRODUCTIONS, INC.

BY FIGT Tumingh

(PURCHASER)

#### QUITCLAIN ACRESTENT

- I. KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the undersigned ASPEN PRODUCTIONS, INC., a California Corporation (hereinafter referred to as the "Seller") hereby transfers, assigns, releases and quitclaims to TWENTIETH CENTURY-FOX FILM CORPORATION, a Delaware Corporation (hereinafter referred to as the "Purchaser"), its successors and assigns, all of the right, title and interest of the Seller in and to the following literary material and in and to the following documents and instruments:
  - (a) The novel written by U. C. HEINZ and DR. RICHARD HORNBERGER (individually and collectively using the pseudonym "RICHARD HOCKER") entitled "MASH", to be published in book form in the United States by William Morrow Co., Inc.
  - (b) The agreement of sale dated July 12, 1968, between W. C. HEINZ and DR. RICHARD HORNBERGER and Seller.
  - (c) All contracts, agreements, assignments and/ or other instruments of every kind and character whatsoever under which the Seller may have heretofore acquired or may hereafter acquire any right, title or interest in or to said literary material.

and the benefit of all representations, warranties, covenants and agreements and by any person, firm or corporation under any and all contracts, agreements, assignments and/or other instruments and/or under any and all transactions, commitments or other arrangements, whether written or oral, relating to said literary material.

All of the foregoing literary material and documents and instruments referred to in the foregoing subdivisions (a) through (d) of this Article, and each and all parts of the same, are hereinafter collectively referred to in the singular as "the Property."

The Seller represents and warrants that the Seller has not heretofore transferred, hypothecated or otherwise disposed of any of its rights, title and interest in and to the Property.

II. THIS quitclaim agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Purhcaser hereby expressly assumes any and all obligations of Seller arising out of each and all of the aforesaid documents and instruments, and Purchaser further agrees to comply with all of the executory terms, provisions, and conditions of said documents and instruments relating to the Property. The Purchaser may transfer and assign to any person, firm or corporation any or all of the rights, licenses, privileges or property acquired by the Purchaser by virtue of this agreement.

SELLER, upon the request of the Purchaser, shall execute, acknowledge and deliver such further assignments or other instruments as may be reasonably necessary in order to convey, assign or confirm unto the Furchaser the rights in the Property herein granted to the Purchaser.

IN WITNESS WHEREOF, the Seller has executed this agreement as of the 12th day of July , 1968. ASPEN PRODUCTIONS, INC.

> By Enic Wom Its Secretary (SELLER)

TWENTIETH CENTURY-FOX FILM CORPORATION

By

(PURCHASER)

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Marian D. Mel se

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MARIAN D. MCDONALD mention to mes January S, 1971

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does hereby soll, grant, convey and assign to the said Trentista
Century-Fox Film Comporation, its successors, licenses and assigns
forever, all the right, title and interest of the undersigned
throughout the world, in and to the following:

- (a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said liberary property.
- (b) The sole and exclusive rights, throughout the world to mechanically produce, reproduce and lisense the reproduction of spoken words takes from and/or based upon the text or them of said liberary property on records, films, or other devicement signed and/or used for the purpose of producing sound in synchronization, assume panished of or supplementary to mother pictures and/or belowision productions, using for that purpose all or a part of the text, sheme and/or dialogue contained in said literary property.
- (c) The sole and exclusive right to make, produce, adapted soll, lease, rent, exhibit, perform, and generally deal in and with and apprient medica picture and tolevision versions of said liberary appropries, or any part or portion thereof, and a the seminations and therein, with a without cound assessment and while or without fixed interpolation of musical misoers therein, and for any end purposes to adapt one or note terminas of said liberary property, change the restaurant from the said liberary property, change the restaurant from the change and title or any of its exponents, in commenter with works or any of its exponents, in commenter with control of said liberary property, change the pendent of said liberary property, and said towns or a said liberary property. The said change of said liberary property, and say the change of said liberary property, and say the change of said liberary property, and say the change of said liberary property. There are changed in the said liberary property, and say the change of the said liberary property.
- (d) To include in any version of said liberary conserved musical covarious accommanisms and to further include in any over version intermediations of crusteel occasionisms and/or lyptos to be performed ord/or sung by the performers in any such version.

- (e) The sole and exclusive right to make movietons musical comedy, movietons operate, movietons operate and/or dramatic musics movietons vorsions of said literary property.
- The sole and exclusive right, throughout the world; to broadcast motion pictures or from motion picture (1) . film by means of the method generally known and described as tolevision, or any process analogous thereto, any of the versions of said literary property, which Twentieth Century-Fox Film Corporation is authorized to croate or produce horoundars (10) undersigned specifically reserves to herook, 100 right to broadcast said literary property by tolowision direct from living actors, provided, house, that the unforsigned agrees that she shall not for a period of five (5) years from and of the thouse date of any matien picture based undersided literary property hereafter produced and account said literary property hereafter produced and ereated by Twentieth Contury-Fox Film Corporation, co. for a period of six (6) years from and after the date of that certain agreement between the undersigned and treatment century-pox Film corporation cated that the state of the stat TORRETIETH CENTURY-POX FILM CORPORATION Chied Chief Control of the grants to Twentieth Contury-Fox Film Corporation (2) exclusive right and option, to license, least end/or purchase all of the reserved rights to broadcast the literary property by television from living astorage or otherwise, in the event the undersigned shall of determine to so dispose of said reserved rights, on determine to so dispose of said reserved rights, on and after five (5) years from and after the general release date of any ention picture based upon said literary property and produced and created by Tuentioth Century-Pox Film Corporation, or on and after six (6) years from and after the date of that certain agreement between the understand and TMENTIFM CENTURY-FOX VIVI CORPORATION dated years v, 1942, 1943, whichever shall be the earlier, at the same price and upon such bona fide terms as may be offered to the understand by any responsible prespective buyer or licensee and which shall be acceptable to the understance. which shall be acceptable to the undersigneds . The undersigned agrees to give Twentieth Century-Fox Filt

Corporation notice by registered mail of any such bona; fide and acceptable offer for any of such reserved rights, and the said Twontioth Contury-Fox Film Corporation shall have thirty (50) days after the receipt of said notice in which it may decide whether of not it will exercise its option to acquire such rights at the price quoted therein. In the event that resulted century-Fox Film Corporation shall not send to the undersigned, within said thirty (50) day period, notice by registered mail that it exercises its said option to acquire such reserved rights, its option with reserved thereto shall thereupon terminate.

(g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

CENTURY-FOX FILM CORPORATION the right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or modia, (including but not limited to,) press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets, synopses, revised ani/or abridged, versions of said literary property not exceeding 7,500 words adapted from the said literary property or from any version of any motion pisture and/or television version, with or without sound accompaniment, produced, performed, released or exhibited pursuant hereto.

presents this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 1943.

Joan Ongl

(445)

VOL. 520 PAGE 186

COURTY OF New York } ...

on this day of August, 1945, before me personally appeared JOAN ANGEL, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that she executed the same.

Notary Public in and nor the count

KM FO CON HAN REZ NO. SFILL

COLTON, FERNBACH, WEISSBERG & YAMIN

745 FIFTH AVENUE
NEW YORK, N. Y. 10022
PLAZA 9-1130
ABLE ADDRESS EDECOLT HENTON

September 23, 1971

William Fisher, Esq. 20th Century Fox Films 444 West 56th Street New York, New York

RE: ANNA AND THE KING OF SIAM,

Television Series - "The King and I"

Dear Bill:

This is to confirm our telephone conversation of yesterday.

In my opinion, 20th Century Fox does not have the right under the Margaret Landon contract of December 8, 1944 to make a television series, and Mr. Rodgers strenuously objects to your so doing.

I understand that the William Morris Agency, on behalf of Mrs. Landon, is also putting you on notice to the same effect.

Very truly yours,

Edward E Colton

EEC:clc

Cc: Richard Rodgers
Philip Zimet, Esq.
Jerome Talbert, Esq.

### COLTON, WEISSBERG & YAMIN

EDWARD E COLTON FRANKLIN R WEISSBERG MICHAEL GEOFFREY YAMIN LEWIS D SOLOMON JAY D. KRAMER 745 FIFTH AVENUE
NEW YORK, N. Y. 10022
212 PLAZA 9-1130
CABLE ADDRESS: EDECOLT NEWYORK

November 16, 1972

Herbert A. Fierst, Esq., Ring Building, Washington, D. C. 20036

Re. "THE KING AND I" - Television Series

#### Dear Mr. Fierst:

Pursuant to my conversation with you of yesterday and in view of your statement that if I did not voluntarily produce the agreements you requested, you would subpoen them, I am enclosing herewith the following agreements in connection with "THE KING AND I" motion picture:

- Agreement dated February 8, 1955 between Twentieth Century on the one part and Maritime Pictures, Inc. on the other, pursuant to which Twentieth Century agreed that for a ten-year period they would not object to Maritime producing and distributing one motion picture based upon the musical play "THE KING AND I".
- Agreement dated February 8, 1955 between Maritime Pictures and Twentieth Century relating to the production and distribution of the aforesaid motion picture, of which pages 7 to 14 are deleted. (These refer to the financial aspects of the deal.)
- Assignment dated February 8, 1955 from Maritime to Twentieth Century.
- Agreement dated October 15, 1963 extending the distribution period until July 15, 1968.
- Agreement dated June 25, 1965 extending the distribution period until July 14, 1971.
- Agreement dated July 11, 1966 extending the distribution period until July 14, 1976.
- I believe these are the documents you wanted.

This is also to confirm what I told you over the phone, to wit: in the event your client recovers a judgment against Twentieth Century in connection with the suit you are bringing, or makes a settlement with respect thereto, then neither Mr. Rodgers nor the Hammerstein Interests will expect any part of your recovery or settlement, PROVIDED THAT said settlement only relates to the television programs heretofore made by Twentieth Century based upon "ANNA AND THE KING" and additional programs which are part of said series. No settlement may be made with Twentieth which grants them the right to produce programs for any new television series.

Will you please confirm that the provisions of the preceding paragraph are acceptable to your client, which you can do by signing and returning to me the carbon copy of this letter enclosed herewith.

Sincerely yours,

EEC:ph Encls.

Edward E. Colton

EMIS ACREMENT, made and entered into this & day of Desember, 1944, by and between Samuel Several Andreas, of Columbus Chia , party of the first mrt, bareinafter referred to as the "AUTHOR" and EVERT HER! CHITUM-YCK FRM CORPORATION, a New York corporation, party of the escord part, impoinsfor referred to as the "Purchaser",

### WITHESSETH:

FIRST: The Author represents and warrants:

- (a) That he is the sole author and owner of a novel entitled "CAPTAIN FROM CASTILE", published in the April, 1944 issue of Cosmopolitan Magazime and copyrighted by and in the name of Hearst Magazines, Inc. on March 17, 1944, Entry No. B: 623114, in the office of the Register of Copyrights, Washington, D.C; said novel is also scheduled for publication by Little, Brown & Company on January 3, 1945. (The said novel "CAPTAIN FROM CASTILE" is hereinafter referred to as "literary property".)
- property from any other literary, dramatic or other work of my kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work and is not in the public domain in any country in the world; and,
- (c) That he has not assigned licensed or in any manner encumbered or impaired

and to the said literary property (except the reservation of certain publication rights montioned in Paragraph Fourth herein).

THIED: The Author gives, grants and conveys to the Purchasor in and to the said literary property, the rights generally known in the field of literary endeavor as the moral rights of authors and does heroby convey to the Purchaser, its successors and assigns forever, the right to add to and subtract from the said literary property, to interpolate new lines and material, to change the sequence thereof, change the title, change and/or eliminate the characters, change the descriptions of the characters, add other characters thereto, translate the said literary property in other languages and to use all thereof in now versions, adaptations and sequels thereof, in any and all languages together with the right to copyright and re-copyright the same and each and every part thereof in its name for the entire world to the full extent in all respects as the Author could or might be able to do if this instrument had not been executed; TO HAVE AND TO HOLD the foregoing and each and every of said rights.

The Purchaser shall have the right to use the said title "CAPTAIN FROM CASTILE" without limitation or restrictions of any kind or nature.

FOURTH: The Author, however, reserves to himself the right to publish the said literary property, either scrially or in book form, but notwithstanding this reservation, however,

### PUBLIC REACTION TO THE SERIES

- The ratings show "Anna and the King" as No. 65. (Variety, May 30, 1973).
- 2. "[A] dismal failure", Lifestyle, September 19, 1972.
- "[A] disaster called 'Anna and the King'", The Washington Post/ TV Channels/May 6, 1973.
- "[T]he unpopular 'Anna and the King' series", Variety, May 16, 1973.
- "[0]ne of the slowest moving half-hours in the history of television", The Plain Dealer, September 19, 1972.
- 6. "[S]omething is fishy", The Sun, September 20, 1972.
- "Most of the subtlety and the charm has been flushed out", San Francisco Chronicle, September 18, 1972.
- "[A] lot of yawns but only an occasional chuckle", The Minneapolis Star, September 18, 1972.
- "Derailed by a laugh track.", Detroit News, September 18, 1972.
- 10. "[M] ay be the 'bust' of the new season" The Cincinnati Enquirer, September 13, 1972.
- 11. "[A] show sure to drive everyone over age 9 to attempt suicide by drowning in a vat of soy sauce.", Jersey Journal, September 16, 1972.
- 12. "[W]ildly inappropriate laugh track", Phoenix Gazette,
  September 19, 1972.

# '72-'73 Regular Series Ratings

	Codes	Web	Rtg.
Rank	All In the Family	CBS -	33.1
1.	Sanford & Son	NBC	27.2
3.	Hawaii Five-O	CES	24.9
. 4.	Mande	CBS	24.6
6.	Bridget Loves Berniet Sunday Mystery Movie	NBC	23.9
6.	Marcus Welby	ABC	23.8
8.	Tronside	NBC	23.7
9.	Gunsmoke World of Disney	NBC	23.6
10.	Mary Tyler Moore	CBS	23.3
12.	Flip Wilson	NBC	23.2
13.	Adam-12	NBC CBS	23.0
14.	Cannon Here's Lucy	CBS	21.9
16.	Rob Newhart	CBS	21.5
17.	Tuesday Movie of Week	ABC	
18.	ABC Sunday Movie	ABC	21.0
19.	Medical Center	CES	20.3
20.	Partridge Family	ABC	20.3
22.	Wednesday Movie of Week Barnaby Jones*	ABC	20.0
24.	Carol Burnett*	CBS	19.9.
	Pscane*†	NBC	19.9
28.	The Rookies	ABC	19.8
	Little People NBC Monday Movie	NBC NBC	19.8
29.	The Waltons	CBS	19.7
30.	NBC Saturday Movie	· NBC	19.3
	The FBI ABC Monday Movie**	ABC	19.3
32.	Kung Fu**	ABC	19.2
	Wednesday Mystery Movie Sonny & Cher**	NBC	19.2
35.	Sonny & Cher**	CBS	18.8
36.	CBS Thursday Movie Doris Day†	CBS	18.7
37.	Emergency	NBC	18.6
39.	Odd Couple	ABC	18.5
40.	CBS Friday Movie Love American Style	CBC	18.4
	Room 222	ABC	18.4
43.	Room 222 New CBS Tuesday Movie	CBS	18.1
44.	Mannix**	CBS	18.0
45.	Brady Bunch	ABC	17.6
40.	Mash	CBS	17.4
48.	Mash Temperatures Kising	ABC	17.3
49.	Dean Martin	NBC NBC	17.1
50. 51.	Bonanza*†	NBC	16.7
52.	Owen Marshall**	ABC	16.5
	Circle of Feart	NBC	16.5
54.	Mod Squad† Dick Van Dyke**	CBS	16.2
56.	Streets of San Francisco**	ABC	15.5
57.	Mission: Impossible**†	CBS	
58.	Sandy Duncan*t	CES	15.0
60.	Bill Cosby† Bold Ones*†	CBS NBC	15.0
61.	Search†	NBC	14.8
62.	Banyon*† NBC Tuesday Movie*†	NEC	14.1
63.	NBC Tuesday Movie*†	NBC	13.7 12.5
65.	Anna & the King*t	CBS	12.4
-	Americat	NBC'	12.4
67.	Julie Andrews**	ABC	12.2
69.	Sixth Sense*†	NBC	11.7
70.	Touch of Grace*t	ABC	11.6
71.	The Men**†	ABC	10.4
72.	Alias Smith & Jones*†  First Tuesday†	NBC	9.6
74.	NBC Reports	NBC	0.3
75.	Here We Go Again*t	ABC	7.2
1	*Alred for half-season only.		
	*Avg. of 2 time periods occupied during seaso	n.	
	tCancelled or not returning in the fall.	1 4 30	の一型にかり

... were is killed in the phot, out 1/2 is so good that I am told he w reincarnated (Where but on telet on could such a miracle happen?) in another part later in the season.

I haven't seen all the new shows, but I looked at most of them in one tenhour session interrupted only by a network commissary sandwich and an insipid vodka martini. Alas, the renaissance is not upon us. No real surprises.

Very few delights.

To be sure, there will be numerous s-and-robbers shows, and the best I saw was The Rookies (ABC, Monday, 8 to 9). It is awfully hard to tell it apart from The Mod Squad (ABC, Thursday, 8 to 9) except that the kids in the latter dress modified hippie, and the actors in The Rookies are in uniform. Not surprisingly, one Aaron Spelling is executive producer of both shows; he is a man of admirable

The Rookies are three youngish cops, one a veteran of ten years in the Air Force, who believe not so much in law and order as in justice. The production is slick and stylish, an entirely different thing from having style, and, happily, it avoids the reactionary political stance that marred, for me anyway, such copsand-robbers movies as Dirty Harry and

The French Connection.

The three cops-naturally, one is black-are played by unknowns, and they are attractive and competent. Things being the way things are, by the end of the season they will all three be granting interviews in which they will complain about the intolerable burden of being made rich and famous by a successful television series.

I would think it would be impossible of All to ruin some things. Anna and the King of Siam, for example. Margaret Landon's account of Anna Leonowens's stay in the court of the King of Siam in the 1860's was a delightful book and an enormous success in 1943; it was a charming movie, with Irene Dunne and Rex Harrison, in 1946; and in 1951 Rodgers and Hammerstein turned it into one of their most successful and beautiful musicals, with Gertrude Lawrence and Yul Brynner. In 1956 The King and I became a movie, and Mr. Brynner got an Oscar for his performance as the king.

How then could a television show based on that same material and with Mr. Brynner be a dismal failure? Well, it wasn't easy, but the people at CBS whose job is making dross out of gold

have succeeded.

For some reason Mrs. Leonowens is no longer an English lady, a charming pioneer defender of women's lib. As played by Samantha Eggar, Anna "Owens" is an American shrew, and

are son Louis is a sullen little brat ose idea of a good time is giving the own Prince a black ey . How many man-hours and dollars did it take for somebody to decide that that would be a lot of chuckles? At one point, the possibility of executing Louis is discussed; alas, it did not happen.

Well, there it is. Anna and the King -tasteless, witless, pointless. The Oriental children are all charming and talented, and the price of rice being what it is, I hope they will find other work when this nonsense is over. Mr. Luke is clearly thinking of the better days when he was a Number One son, and Mr. Brynner, whose talent has not been enhanced by two decades of lousy mivies, seems to wish he were somewhere else, anywhere else. And who could disagree?

Wouldn't you think a half-hour comedy series based on M\*A\*S\*H (CBS, Sunday, 8 to 8:30) would be, as they

sav C though ents o awful. series a a good fection it is p: names it come had be

the pre I ha day, 8 for an an adı first ca she pl What' thur f Edith Maud she's n

lespor.

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be fine One need not bother with the half hour in which Bob Newhart (CBS, Sat-

urday, 9:30 to 10), sometimes a reasonably funny man, plays a psychiatrist or with the unpleasantness involving an individual calling himself Paul Lynde

(ABC, Wednesday, 8 to 8:30).

But for sheer dreadfulness I do not believe it is possible in this or any other season to compete with something called Bridget Loves Bernie (CBS, Saturday, 8:30 to 9). This eternal half hour follows All in the Family, and I am told that it will be the hit of the season, partly because it comes just after Archie Bunker and partly because when the pilot was shown to executives of the network's affiliate stations, they were, and I believe I quote accurately,

Rose, which opened on Broadway just fifty years ago and, despite a unanimous lack of critical acclaim, lasted for 2,327 performances. In A.I.R. the Irish Catholic family of the bride and the Jewish family of the groom were not appeased until Abie and Rose had twins that were named Rebecca and Patrick Joseph.

Toplot has clearly been lifted, without credit or thanks, from Abie's Irish

rolling on the floor.

I do not know whether or not those guilty of Bridget Loves Bernie have any such gimmick in mind. I do know, and it is all I need to know, that the remark that got the biggest laugh on the laugh track is when Bridget's mother in serving tea to Bernie asks, "One lump or two with your Jew?" A tasteless rewrite of a time in the 1920's when Anne Lindbergh's mother in a moment of nervous confusion asked J. P. Morgan if he wanted one or two lumps of sugar

"How could a television show based on 'The King and I' and starring Yul Brynner be a dismal failure? Well, it wasn't easy, but the people at CBS have succeeded."

> a young retugee from Canada who for a few bright weeks managed to make the absence of Carol Burnett more than bearable. Miss Moore and the Messrs. Little, Davis, and Steinberg will be back, though. Even those network executives in charge of making stupid decisions have to see that. Eventually.

In my youth, while other people were wasting their time in pool halls or, in some cases, so they claimed, bettering themselves by reading Remembrance of Things Past, I was either ushering at the Casino, for which I was paid \$7.75 a week, although I'd have done it for nothing, or reading what my mother dismissed as trash, detective novels written by Dashiell Hammett and Ray-

Sept. 1972

### MASH should find happiness in new home By Lawrence Laurent

Trapper John and Hawkeye

The safest bet for the next season is that "MASH" will be very high in the ratings. This situation comedy about a Mobile Army Surgical Hospital (MASH) in the Korean War will be moved to 9:30 p.m., Satudays. This means it will inherit the huge audiences of "All in the Family" and will be followed by the very popular "Mary Tyler Moore" (all on CBS, Channel 9).

The future home for "MASH" is now occupied by "Bridget Loves Ber-nie," which has only one distinction: Never in all television's history has a program with such a high rating (It was in seventh place) been canceled. CBS, officially, made noises about the audience being lost between 8:30 and 9 p.m. but, unofficially, the kill order vas based on two other reasons. The first is the dreadful quality of one of the stalest jokes in entertainment (mixed marriage). The second is the condemnation from Jewish groups about the stereotype characters and the casual jokes about a Jewish man's marriage to a Roman Catholic

The decision, then, came from the conviction that the networks had little to lose in audiences and had much to gain in quality. Or, in terms of the current gag around the halls of CBS, a lecture on the mating habits of the lepidoptera would get a big rating if placed between "All in the Family" and "Mary Tylor Moore."

High ratings will certainly be something new for "MASH." It was close to cancellation in January. Its place among prime time programs had been as high as 22nd the second week of the season but by year's end it had dropped to 60th place. It did pick up during the "second season,"
mainly because it no longer had to
follow a disaster called "Anna and the
King."

Still, those who were attracted to the program liked it very, very much. It is based on one of the most hilari-

he Washington Post/TV Channels/May 6, 1973



Hotlips Houlihan

ous motion pictures of recent years and it has developed its own set of laconic, tough and compassionate char-

The chief mischief maker is Alan Alda, who plays Capt. Benjamin Franklin (Hawkeye) Pierce. No question is ever raised about his extraordinary competence as a surgeon. The problems arise out of his contempt for military decorum. He's just as cool in the midst of some well-motivated prank as he is at the operating table.

Alan is the son of actor Robert Alda and he entered the theater despite his father's best efforts to keep him out. "you lack the energy to be a good actor," father told son. "But I have plenty of energy," said son to father and, at the age of 16, h; began wo king in summer stock in Barnesville, Pa. By the time he was a junior at Fordham University, son Alan was traveling to Rome () work on stage with father and to Amsterdam to work with him on television.

He's now established in theater, motion pictures and television but prefers, when not working, the quiet, suburban life of Leonia, N.J., with his wife and their three daughters, ages

14, 12 and 10. By long distance, at least (since his father lives in Rome), Alan is willing to admit that an actor does need an

extraordinary amount of energy Competing with Hawkeye Pierce for the title of the best and most disrespectful surgeon in the Korean War is Capt. John F.X. (Trapper John) Mc-Intyre. This role has resurrected the career of big Wayne Rogers. He left Birmingham, Ala., to begin studies at Princeton University and graduated with a degree in history. He took up acting after three years in the U.S. Navy, studying at the New York Neighborhood Playhouse and with Sandy Meisner. He even fitted his 6 feet 3 and 190 pounds into dance cos-tumes to study with Martha Graham.

His TV career, however, got off to



Radar and Col. Blake

something less than a splendid start during the 1960-61 season. Wayne and Robert Bray starred in a western series, "Stagecoach West," which series. lasted 38 episodes and one season.

Producer Gene Reynolds wisely softened the characters of Hawkeye and Trapper John for television, but the biggest change was made in the character of Nurse Major Margaret (Hot Lips) Houlihan. In the motion picture, she had been all competence, Army regulations and an imperiousif fallible-sex symbol. For TV, Loretta Swit added some devilment and a lack of opposition to the machinations of the surgical team.

Carried over from the motion picture is Gary Burghoff and his distincinterpretation of "Radar" O'Reilly, a corporal. He has such gifts as extra-sensory perception, acute vision and long-range hearing. He also has a talent for scrounging, particularly the cigars and brandy that belong to Lt. Col. Henry Blake (McLean Stevenson).

One character that has been developing through the series is Klinger, a quite sane enlisted man who wishes to be banished from the Army. Jamie Farr plays Klinger, who keeps dressing like a woman, with hope that he'll be discharged as a psychoneurotic.

His appearance in skirt and high heels caused one visiting general to ask Hawkeye in exasperation: you know one of the men is wearing a

Hawkeye, dead-panned, rep Why not? He's got the legs for it.

With next season's success certain, producer Reynolds is planning no major changes. He reasons: "The show's action derives from the grim work, which the MASH staff tries to forget by crazy after-hours antics. Somehow, these help them stay sane.

Their attempts to preserve sanity provide the television audience with some of TV's rare, but genuine, com-

(455)

### CDS' Silverman ...

(Continued from page 881 ...

cording to Silverman, failed to hold strong lead-ins from "Here's Lucy" after 9:30. This year's hopes will be pinned on Dick Van Dyke moving from the Sunday night lead-in to Doris Day's 9:30 spot and "Medical Center" to finish out the night. The rationale there, he said, was to grab audience from the long-form shows offered by the competition (movies and football) with "Lucy" and keep them with proven programming.

Newcomers on Wednesday are

Newcomers on Wednesday are "Cannon" in a new 9 p.m. slot on that night followed by another new police-adveture show, "Kojack," at 10 p.m., a spot described by Silver-man as a spawner of past adven-

ture hits.

Sees Tuesday Stronger

Sees Tuesday Stronger
Tuesdays, which have been revitalized by the lead-in success of "Maude" and continuing popularity of "Hawaii Five-O," will add "Hawkins" and "Shaft" to run on alternate weeks with made-for-ty movies. Last year's crop of ty flicks, he said, were "functional" for ratings, but with the addition of the new "name" elements in the 90-minute spot, Silverman said the emilre night should be strengthened.

The addition of the "New Perry Mason" series on Sunday night, he suggested, might be just the thing to knock off ABC's share of the adult audlence for "FBL." In its original form, he said, "Mason" performed well on both Sunday and Saturday nights for CBS and has shown good rating records in early time periods in syndication. He noted that "FBI" had shown signs of flagging at the end of last season.

Thurs.-Fri, Shape-Up
Both Thursday and Friday night

Both Thursday and Friday night feature film periods have been programmed with a strong lineup, he noted. He's particularly high on possibilities that "The Walton" might get even more popular this summer when Flip Wilson is off NBC, and carry it into next season

NBC, and carry it into next season.

On Friday, he noted that
"O'Hara" and "Mission Impssible"
were unable to prove a match for
NBC's "Sanford & Son" and so this
year the web will give itself two
shots. with half-hour sitcoms.
"Calueci's Dept." at 8 and "Roll
Out" at 8.30.

shots with half-hour site of the Calucci's Dept." at 8 and "Roll Out" at 8.30.

Silverman closed his talk by stating that in this quarter of the season, CBS had boosted its lead over both its rivals and bids to continue that during the summer. If this trend does hold up, he said, it should give CBS momentum going into 1973-74, the Lord and WCA willing coally gigt? [6] TO DISTRIB CHIAROSCILLING ADW

### Silverman Assays **CBS' Fall Chances** Night-By-Night

Fred Silverman made his short-est speech to a CBS-TV affiliates gathering in his three years as pro-gramming v.p. for the network. gramming v.p. for the network. Short and, in Silverman's estimate,

snort and, in Silvetinan's estimate, very sweet.

The reason for the shortness and the sweetness was the small number of changes the network has ber of changes the network has made for the upcoming fall season. Two years ago, Silverman said, he presented plans for seven hours of new programming, with two nights up for "restructuring." Last year, his plans called for five new hours and only Sunday in need of a rebuilding. This time around, Silverman exulted, only three hours of new programming have had to be inserted.

"This time," Silverman said, "our competition is in the posi-

had to be inserted.

"This time," Silverman said,
"our competition is in the position we were in then." (NBC has
seven hours of new programming
and ABC four and a half.) He reminded the gathering at CBS
Studio City in his speech today
(Tues.) that chances of failure are
greater with new shows than with
older, proven fare.

On a night-by-night basis, Silverman explained the moving of
"Mash" from Sunday to Saturday,
8:30 p.m., as a replacement for
"Bridget & Bernie," a show which
had performed well in overall ratings, but fell below other shows
on the web's Saturday sked.
"B&B," Silverman said, was creating a valler in the night's ratings
between "All in the Family" and
Mary Tyler Moore, "Mash," on
the other hand, is more in tune
with both the Saturday lead-in and
lits followuly shows, "Mash" started
off poorly on Sunday hights in
the last seaton, suffering badly
from the unpopular "Anna and the
King," but improved to a 30-plus
share as the season wore on.

On Mönday, Doris Day's show
and Bill Cosby's variety hour, ac(Continued on page 108)

(456)

185 Is Strong on Offense With Kielsoff-M\*A\*S\*II

Dy William Mickey Townserves Edited

ing nationality process, as is "All in the Faculty," but rather with expending the medium's boundaries of This spin-off of the popuinitials, however, is not so much concerned with insuittem, which yi-one erd the ...daring... show on met-work televi-The Colum-Broad-

with its season's Notalicie.
There for all to see and
hear ware the promognists,
if a w ke ye and Trajeter
John, busily engaged in all short, Me.AuSail has ago 15 years ago, blazed accurer hold one of half-bar studion gent ' trail Sunday

ago January.
The fact that the program worked was surprising only

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sorts of netarious undertable in that the writters chose to lacking, both in the writing sings, including actiful off a include the blooder crit of and scing departments, nurse to a lacky ticket hold- the business of war, thereby and unless the producers of ex, who happened to be the taking it a step above the the show on receipt the site and happened to be the taking it a step above the the show on receipt the site and from the form of other controlled the site of the said and the

work turned in by Alan Al-da, Wayne Rogers and Me-Lean Stevenson made the. evision has seen since Ar wise designed to relied the Bunker outraged the blood pressure of stail nation in his debut a year viewers. The characters are words and occasions seem terribly funny the entire 30 viewers. The characters are there also, and the sterling

Traight be that Magasall tooked and sounded better

nothing that turth-pood could possibly work on a

on what's up front. The other two Dig Eye

onedies, "The Sandy Den-an Shay" and "The Dick nothing out of the ordinary. The former was somewhat surpress enthusiasm for the belier than I had expected never found it difficult to to be, but then I have Network Sanday events

Van Dyke I as never ma

John Mulcahey.

NEEDLESS TO say, Heroes, Such as "Hogaa's carly refirement.

Of course, Miss Duncan
News Self worked like the The material is there by and V-a Dyte may go no
proverbial charm and was the ton, and most of it is mater what the producers
as funny a half hear as tel- ciller irreverent or other- of their shows manage inthe unenviable position of Broadensting Co.'s Sunday being enposite

CAASAI attagened of share of the content York, and Mystery Theater. York, and Mystery Theater, occused it cattains the penular Col-lightness of the col-lightn Might Movie and National Breadcasting Co.'s usually breadcasting Co.'s usually tough Aystery Theater.

TO IN EXALITYEE, two nights age, the A3G superfilled. "Goldfinger" gridbed

is a beaufide and externely with probably mix be ableaned one, but it has been strong with the Kneury dans to death the past helf. These segments, you can confury and heaven only but you like that ALGOWY known way CEAT Concer to other booth search and see the like that ALGOWY and the min it has was not such as "Confur". Gert at Lo way by a control with a c

ing to the littles of "Mannix."
"Eald Oner," "Owen Marshall, and agany chors.
Theis the game television Niciscu's ratings are g'eg to prove downright embarrass-In fact, the fallout from the big movie blast this seashows, veteran and newcomers, well into the chilly weather months, and Me

A his former series, true, between a his former series, true, her, approach its brilliance.

(457)

नामाय पुण्टंड न याम्रत्ट, याच माट म्हाम्, मण मणमुख्र अम्रहेड tember 20, 1972 SUN, Wednesday.

Reprinted from yesterday's are editions of The Sun.

EF JUDY BACHRACH

At first blush, Anna and her King seem like a fairly moceous pair. Siam has been with us for a long time under the guise of Yul Brynner, and when CBS decided to turn the musical and the movie into a Sunday-night relevision series, it seemed like a typical corporate decision, predicated as it was on a long-running success, a fannitar theme and Yul Brynniar theme and Yul Brynnia theme printed a page 1879.

So the first indication we got that there was going to be something shifty in the

ancient scheme came with the alteration in nationalities. Anna who has been lo these many years the faithful subject of Queen Victoria, has gone Yankee—and this despite the curtous easting of Samantha Egga, and her British accent in the title

At first one assuived that CBS was simply trying to boost viewer identification with the transformation. Later it became evident that things were not quite that

Eccause if the original fostered an uneasy alliance between a tottering empire and a highly independent nation, CBS is perpetrating something slightly different. In its

latest incarnation Anna and the King is a manifestation for the Weodrow Wilson Phiral losophy of Television. Anna this making Southeast Asia sales for democracy.

The debut starts off in the sale

is called "Sir" by the King's called "Sir" by the King's cmissary; she stamps her pretty foot when she discovers, she has to live in the palace; she is charmed by the 64 children the King has sired and the elaborate introductions to each of them, which take up half the program; it is only by the time her own son eyes the palace and mutters. "Goll-ge! It's all gold," that we realize

For the Americanization of

choice." nage who intrudes into Siamese lifestyles with the the marines. And with the regularity and persistance of an ideology, bound only by skirt and the reminiscences entry into the very marrow the scriptwriter's bones. No longer the loyal subject of Queen Victoria, Anna is now the mouthpiece of. . . . Abraham Lincoln, a personconversation, the dialogue is but the signal specks of which have gained for the Americanization of the circumference of a hoop a dusty civics course, mores, Siamese . Siamese

same felicitous results.
When the King is upset because a British emissary has labeled him a barbarian.

Anna is right by his side to of assure him that "the world by is changing. Democracy is open sweeping the world ...

As that last assertion finds its most profound reflection occans away from the Mason-Dixon Line and the King of Stam is not conversant with the course of the Civil War, it goes unchallenged. Overwhelmed by the incisiveness of Miss Egan's remarks, the King proceeds to regale the visiting British emissaries with his notions of democracy, and they, in turn, are inordinately im-

As a matter of fact, the casual viewer is quite astounded at just how impressed they are, because it is fair to assume that servants of Her Najesty's avaricious Empire might look askance at a dinne conversation that revolves around with people's choice."

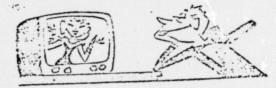
one takes its place alongside M.A.S.H, and Mission Impos-But Anna is pleased. So scarcely remembers that she ias come to Siam to teach English, not constitutional law, to the Royal Family. There is no dancing, no "Getting To Know You." in suspect, because this Anna, unlike her predecessors, regards knowledge as some form of concession, and consible as the last strident strain of the Imperial Waltz. pleased, in fact, that one Anna and the King largely, I cession as a weakness. This

be world che world depends is side to be world depends is people's reflection to the Marthe King ouversant the Civil nallonged. The incipages is reproceeds to general is notions is notions at the Marth.

YUL BRYNNER

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### An Americanized English Muffin

NE HUNDRED years ago a brave little English lady named Anna Leonowens shipped out to the Far East to be a tutor to the children of the King of Siam. It was destined to become the most successful teaching job in the history of education - first as a book, then a movie, a Broadway musical and a mov-

ie musical.



Samantha Eggar

Last night it became a television series. The only thing that has survived intact is Yul Brynner.

Most of the subilety and the charm has been flushed out as the television producer raced through the entire plot of the musicial in a half hour premiere. It was almost as if he wanted to rid of the things which made the story appealing in the first appealing

place so that he can begin the old television process of bringing in Hollywood writers to exp. ad upon the original situation week after week.

The first "improvement" was to change Anna into an American lady because the producer thought U.S. television audiences would identify more easily with her and her belligerent little son if they weren't foreigners. Then what did he do? He cast an English actress in the role. Anyone who reasons this way is off to a bad start. The only hope for this series is that the original plot will prove so durable that it can survive such tampering every seven days this fall.

ONE OF THE continuing situations is Anna's discovery that she must educate the king as well as his children. Absolute monarchs have never been easy pupils but Samantha Eggar - a confident if somewhat belligerent actress — seems equal to the task of breaking down the royal ego. This is not an altogether complimentary observation.

Inasmuch as Miss Eggar is quite British throughout we must assume that the Americanization of her son will provide most of the appeal to midwest U.S. audiences. As played by Eric Shea in the premiere, however, he looms as the season's ju-venile pain-in-the-neck. After his fistfight with the young Siamese prince, I cheered when it was announced that death was the penalty for striking royalty. I shall never forgive the king for making anexception in this case, an early instance of American involvement in Southeast Asia

All through last night's premiere the producerwords of writer Bill Idelson rang in my ears. When I interviewed him last summer he said he expected no problems from Asian protest groups because we have cast Orientals in all the children's roles." When I pointed out that the "Siamese" actors are not Orientals he seemed somewhat surprised but not as dis-



Alan Alda

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THE MINNEAPOLIS STAR Mon., Sept. 18, 1972 \* 12 £

### 'M\*A\*S\*H' premiere hilatious

Persons who saw the movie version of "M\*A\*S\*H," and loved it, were apprehensive about what might happen to the wildly irreverent premise of the film when it became a television series.

"If they louse it up," one man told me,"I'm going to kick my set square in the picture tube."

I assume that the man's set is still intact today. Last night's premiere of "M\*A\*S\*H" on CBS came as close as one could get to the movie and still be on television. It was hilarious.

The half-hour format seems perfect for projecting the wacky antics of two combat surgeons who attempt to relieve their tensions during the Korean War. The pace is brisk, and the crackling dialogue is surprisingly adult for home-screen consumption.

In the opening show the surgeons hold a raffle to raise money to assure a collège education for their Korean houseboy. The prize is a weekend in Tokyo with a beautiful nurse.

Brynner

Heading the fine cast are Alan Alda as Hawkeye, Wayne Rogers as Trapper John, McLean Stevenson as Henry Blake and Loretta Swit as the haughty chief nurse, Hot Lips Houlihan.

YUL ERYNNER made his TV acting debut last night in "Anna and the

Hot Lips

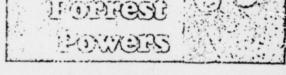
night in "Anna and the King," a CBS comedy series set in 1862 Siam.

Brynner plays an autocratic monarch who hires a school teacher (Samantha Eggar) to introduce Western culture to his court.

Brynner and Miss Eggar did as much with their roles as they possibly could under the circumstances. The comedy writers let them down. Their frequent bickering sessions produced a lot of yawns but only an occasional chuckle.

SANDY DUNCAN deserves a better fate on television,

Last year the perky actress was saddled with indiffer



ent material in "Funny Face," a series which had to be cut short because of her surgery.

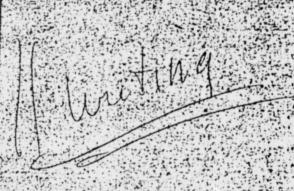
She returned to CBS last night in "The Sandy Duncan Show," a new comedy series which features old pros Tom Bosley and Marian Mercer as cast regulars.

Sandy is still a cute, well-meaning young lady who works purt-time studying to become a teacher. Last night she played matchmaker for a visiting aunt. Her material was worse than indifferent this time around.

The show not only wastes Miss Duncan's talent but the time of viewers as well.

BOB NEWHART plays a psychologist in his new comedy series, which premiered on CBS Saturday night. His first assignment is to conduct a "chicken flight"—a workshop for patients who fear flying. His wife, played by Suzanne Plashette, admits that she, too, is a "white-knuckle" flier and agrees to go along on the flight.

The iden was funny, and it's one that should have been right up Nawhart's alley, but the results were disappointing. The performers seemed to be pressing too hard for laught that were just not there.





## standout among

By FRANK JUDGE

Nine new television shows bowed in over the weekend, and there isn't a sure hit in the lot.

One of the nine shows, CBS' Anna and the King," runs at Anna and the King," runs at 7:30 p.m. Sundays on the network, but at 5:30 p.m. Saturdays, at Channel 2. The Detroit affiliate presents its own hour of news and public affairs programing from 7 to \$ Sunday stricts. nights.

SANDY DUNCAN, having undergone eye surgery which roreed CBS to drop her "Funny Face" series last season, is back, this time with "The Sandy Duncan Show." It's mother half-hour Sunday night situation comedy that lears resemblance to her old show. Sandy, who is east as a zirl working her way toward a teaching degree, is as pert and cute as ever.

Judging It: ABC's "FBI and NBC's "Sunday hi ystery Movie" could clobber Sandy in the ratings, but she has a SANDY DUNCAN, having

the ratings, but she has a captivating style that may win

THE CDS VERSION of "M"A"S"H," which did well as a movie, is not as sexy as that then, of course, but, by

Starring Alan Alda, Wayne Regers and McLean Geven-ton — all of whom turn in good performances as combat good performances as combat surgeous — the Sunday ruput series is strictly for those who like their comedy served in a many style. Or who like to look at such levely creatures as Loretta Swit (hot Lips).

Sudging It: It should do tairly well in the ratings, he in g altogether different from the county from the county that they have the surgeous and NBC's Disney judioy.

"ANNA AND THE KING" "ANNA AND THE KING" has all the mathing of a colorful, be a utiful situation comedy. Unfortunately it also has the one, thing that ruins it— a laugh track that roars exer main stars Yul Brynner, and Samantha Eggar are presumably all alone.

Juding It: Detailed by a laugh track.

I HAD EXPECTED big things from ABC's "Streets of San Francisco" largely because it has Karl Malden as a dedicated detective. As it turned out, the opening coi-sode of this Saturday night series was a routine adventure

show.
Judging It: I hope Malden doesn't let me down again. . .

BOB NEWHART just isn't cut out to head up his own show. He failed with a variety show, and he's going to have trouble with his CBS Saturday



SANDY DUNCAN Back after surgery

in a half-hour. But that was curing a commercial.

the ratings. Left to its own devices, it would have great trouble surviving.

T' CRIGINALITY reached a new low Saturday night when CBS introduced a 1572 version of "Abie's Irish Rose," which was an enciant theme when Broadway used it

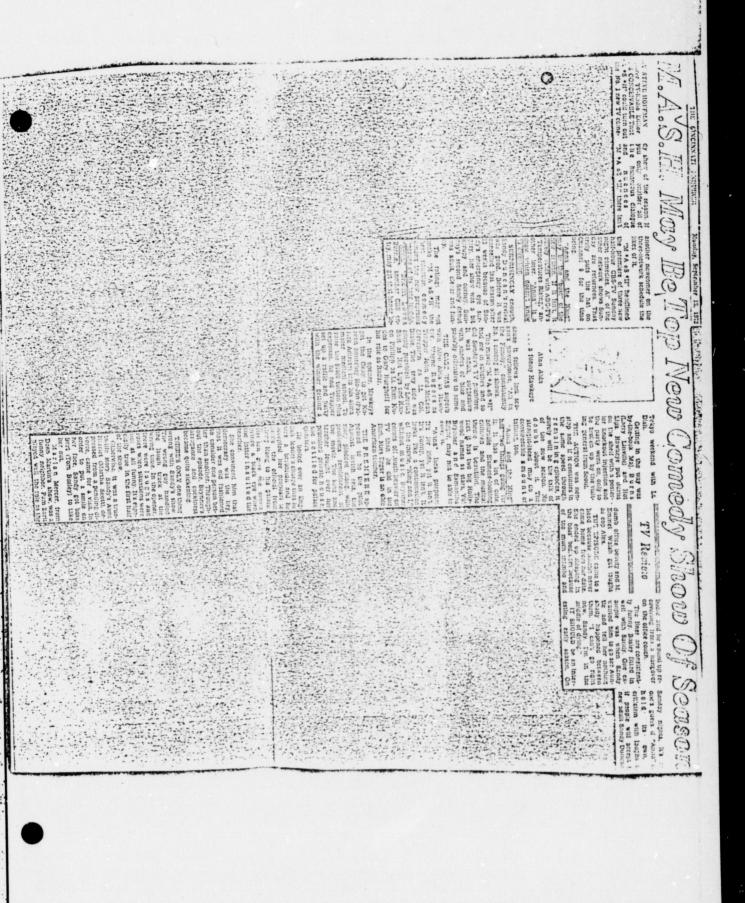
theme when Broadway used it many years ago.

This time, in "Bridget Loves Bernie," there's this raiddle-class Jewish boy and this wealthy Irish girl, and they get married and their families are upset and you can't say I dien't warn you.

Judging It: The show is youndwilled between "All in the Family" and Mary Tyler Manora's Na how can it love in

augh breuk





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JERSEY JOURNAL Jersey City, N.J. E-92,000 SEP 1-6 1972

# CBS offers a crazy, mixed-up evening

By NORMAN MARK Special to Jersey Journal From Chicago Daily News

Because CBS has made a monumental programming ermr, get ready for an incredible evening tomorrow.

It will begin with the premiere of Anna and the King, a show sure to drive everyone over age 9 to attempt suicide by drowning in a vat of soy sauce.

Just as in the film (Anna and the King of Siam the Broadway musical and musical film (The King and I), this is the story of the King of Siam (Yul Brynner) and his confrontation with a school teacher (Samantha Egar). The teacher and her son arrive in Siam in 1862 to bring Western culture to the court.

But the king is very nationalistic, and the king-teacher arguments resemble what might have happened if A Peace Corpsman had met the

the Walt Disney Studios.

When the story is in danger of

producing yawns, dozens of cute little princes and princesses trot out and grin.

The king then says something half-witty, such as "In Siam, we have a form of democracy known as absolute monarchy."

This series is sure to attract a large, childish audience—no one else will watch it.

Those same younesters will be sitting before the TV set for the premiere of MASH. It is a funny, fast-pared and very adult comedy. There will be interesting nuestions asked this Sunday in the nation's living rooms.

During the premiere, a doctor turns to a nurse during an operation and says, "Want to play a little doctor after we're finished?" The children will understand that, and perhaps they can explain it to mommy and

MASH was one of the incimovies of its kind—an irreverenless, at the life of a front-line satisfied unit during the Koran-

The cast of the TV series promised the show would be as irreverent, as sexy and as prohumanity as the film, with only a few bows to television's censorship problems. I doubted their word.

For once, the actors were right. The premiere of this TV series is as close as one could get to the film and still be on television. It is a monument to what must have been tremendous behind-the-scenes arguments to get the ideas of the film on TV intact. It is also hilarious.

The first show is about the surgeons' need to raise \$2,000 to assure a college education for their Korean houseboy. They hold a raffle and the prize is a weekend in Tokyo with a beautiful nurse.

The cast closely resembles the film's cast. The only exception is

Loretta Swit, who plays Hotlips, Houlihan and does not have the smouldering sexuality of Sally Kellerman, who took the part in the film. But then who does?

Alan Alda is a more than passable Hawkeye, Wayne Rogers needs to age a bit to make it as Trapper John, McLean Stevenson is a fine lieutenant colonel in charge of the unit and Gary Burghoff as Radar is almost perfect.

The first script includes a challenge to a ducl with specimen bottles at 20 paces, a reference to "when the whole thing hits the fan" (again, something not in TV's normal vocabulary) and a description of the raffled nurse as the "completely edible Lt. Dish."

The beginning, with the helicopters gently bringing the wounded to the hospital, is a

direct steal from the film. The ending, which I will not reveal, is a slight copout.

But if you loved the film, you robably will enjoy the TV ries. But get the children out of the room unless you've answered all those questions already.

Following MASH comes Sand, Dunca. Last year, her series was intended for a younger age group than will be attracted to Anna and the King.

Tomorrow Sandy is visited by her aging aunt, who is going through a divorce. The aunt goes out on a date with Sandy's boss (Tom Bosley) and later finds herself in his bed wearing his pajama tops.

Sandy learns that Bosley slept in the office after her aunt passed out from too many drinks. Her aunt believes she participated in a wild adventure and goes home feeling alive again.

The script is too childish for adults. If the woman feels so alive, why doesn't she stay around a while longer? How can Sandy Duncan possibly believe Bosley's story? If a woman passes out in a man's apartment, should not he stay and minister to her?

It is too sophisticated for children, unless they're playing house on a much more intense level these days. Phoonix Gazette

SEP 1 9 1972

Mar-Jon Pross Clip

### THE WAY I HEAR IT

# Taped Laughter Worthy Of Ax

By BOB DYER

Gazette Entertainment Editor

A SCENE IN the premiere of CBS-TV's "Anna and the King" would have us believe that Mrs. Anna's young son is in danger of losing his head for the crime of blacking the crown prince's eye.

Well, this is nonsense, of course.

If the king had any assignments for the headsman's ax, they would be led off by the person responsible for the taped tee-hees that greeted every other line in the episode.

A laugh track in Ozzie and Harriet's living room, or in the remote reaches of "Gilligan's Island," was silly enough. But the height of absurdity is reached by canned laughter in the royal palace.

"Here, now," the king would DYER say, as giggles from the sidelines echoed every mildly amusing line. "Round up the people causing all that uproar and have them trampled by elephants, etcetera, etcetera."

There may be other reasons for disliking "Anna and the King" as a telescries, but the wildly inappropriate laugh track was such an overpowering one in Sunday night's debut that I never really looked much farther.

The evening's viewing did turn up one loser and one (to me) unexpected winner in the CBS schedule.

The loser is Sandy Duncan's new show. My impression of midsummer — when an interview with Miss Duncan and her producer convinced me they were floundering for an idea—has been contirmed.

The story was weak, the supporting cast rather hapless despite some individual talents and Miss Duncan gave the impression she was not the leading lady, but rather a visitor who somehow stumbled into the set during the shooting.

On the other hand, I never thought the raucous, Irreverent "M\*A\*S\*H" could be translated into a show for the living room. I was wrong.

Even with some of its earthier and more colorful aspects toned down, "MASH" bowed into the 1972-73 season with a funny, funny episode. Alan Alda and Wayne Rogers are perfect as a pair of

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 4711 Fulton Street, N.W. Washington, D. C. 20007

Plaintiff,

v.

) Civil Action No. 518/74 (MEL)

TWENTIETH CENTURY-FOX FILM
CORPORATION
1345 Avenue of the Americas
New York, New York 10019, and

COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street New York, New York 10019

Defendants.

### PLAINTIFF'S COUNTER STATEMENT PURSUANT TO LOCAL GENERAL RULE 9(g)

Plaintiff submits that there is no genuine issue to be tried with respect to the following material facts:

- This action was commenced in the United States District Court for the District of Columbia on or about November 17, 1972.
   An Answer was filed on or about January 19, 1973.
- Thereafter, defendants moved for a change of venue to this Court. Said motion was granted on January 14, 1974.
- Jurisdiction was asserted under 28 U.S.C. §§ 1331,
   1332, 1337, 1338, 2201 and 2202.
- 4. Prior to June, 1944, plaintiff created and wrote an original serious literary work concerned with the struggle for human rights, entitled ANNA AND THE KING OF SIAM. The literary work contains copyrightable subject matter under the laws of the United States. It was first published in seven installments

(465)

in the magazine entitled Asia and the Americas in the April, May, June, August, October, December, 1943, and March, 1944 issues of said magazine, and was copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the office of the Registrar of Copyrights, Washington, D. C. The dates of publication and copyright registrations were as follows:

Issue	Date of Publication	Registration No.
April, 1943 May, 1943 June, 1943 August, 1943 October, 1943 December, 1943 March, 1944	March 23, 1943 April 20, 1943 May 20, 1943 July 22, 1943 September 28, 1943 December 2, 1943 March 9, 1944	B 579224 B 582682 B 586512 B 594181 B 601519 B 609281 B 621567

- 5. By instrument dated July 11, 1944, and recorded in Volume 543, mage 167, in the Office of the Registrar of Copyrights, Asia Magazine, Inc., the publisher of Asia and the Americas, assigned the copyright in the literary work to plaintiff.
- 6. The foregoing literary work was also published as a book entitled ANNA AND THE KING OF SIAM by John Day Company, Inc., and was copyrighted by and in the name of plaintiff under copyright date of June 29, 1944, entry No. A 181540, in said Registrar's office.
- 7. The copyrights in all seven installments in the magazine Asia and the Americas were duly renewed in the name of the plaintiff, the renewal registration number for each installment being as follows:

Installment	Renewal Registration No.
April, 1943	R 489713
May, 1943	R 489715
June, 1943	R 798716
August, 1943	R 489719
October, 1943	R 499266
December, 1943	R 499265
March, 1944	R 508629

Plaintiff remains the owner of said copyrights.

- 8. The copyright in the book was duly renewed in the name of plaintiff under renewal Registration No. R 508630, dated July 6, 1971. Plaintiff remains the owner of said copyright.
- 9. Since March 1943, the book, including the seven installments published in the foregoing magazine, has been published by or under the authority of plaintiff and all copies of it made by plaintiff or under her authority or license have been printed, bound, and published in strict conformity with the provisions of the Copyright Act of 1909, as amended, Title 17 of the United States Code, and all other laws covering copyright. The book has been extremely successful, more than one million copies having been sold to date in 15 different languages. The trade edition alone is presently in its twenty-first printing in the United States.
- 10. On or about December 8, 1944, plaintiff and defendant Fox entered into an agreement in writing. The agreement was drafted by Fox and accepted by plaintiff after incorporation of a few minor changes. At the time of the agreement, both plaintiff and Fox were well aware of the medium known as television. Pursuant to that agreement, the grant language of which followed a standard format utilized by Fox in a substantial number of



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among other things not pertinent here, the right to make and televise "motion picture versions" of plaintiff's literary work during the periods of the basic copyright and the renewal copyright covering plaintiff's literary work. These agreements, including plaintiff's agreement, do not grant Fox the right to make "television versions" of plaintiff's literary property. In at least thirty-eight agreements executed by Fox with other authors during the four years immediately receding Fox's contract with plaintiff and in numerous contracts following Fox's agreement with plaintiff, the grant clause expressly conveys to Fox the right to make "television versions," in addition to the right to make "motion picture versions," of the literary work involved.

- 11. In accord with the provisions of said agreement, defendant Fox produced and released a feature motion picture in 1946, entitled, "Anna and the King of Siam," which motion picture was exhibited in theaters throughout the United States and elsewhere and was subsequently exhibited on television.
- agreement of April 20, 1950 with Richard Rodgers and Oscar
  Hammerstein, the book was made the subject of a musical play
  and, subsequently in 1956, a motion picture of the musical play,
  both of which were entitled "The King and I" and both of which
  enjoyed and still enjoy widespread acceptance by the viewing public. This motion picture was also exhibited later on television.
- 13. On or about November 12, 1971, plaintiff received from defendant Fox a Notice of Tentative Writing Credits,

(4666)

dated November 9, 1971, indicating that Fox was in the process of producing a series of television programs based upon plaintiff's book.

Fox by telegram and by letter that Fox had no authority to produce or in any way distribute any television program or television series based upon plaintiff's copyrighted literary work, that she objected to their doing so, and that she reserved all rights and remedies available under law. Since the date of the foregoing notices, plaintiff has objected continuously to Fox's television series as an infringement of her copyrights and a breach of the December 8, 1944 agreement. The attorney for Richard Rodgers and Oscar Hammerstein similarly registered a strenuous objection to Fox's proposed television series, declaring that Fox had never received the right to produce such a series under its 1944 agreement with plaintiff.

15. On or about June 28, 1972, following an announcement in the trade papers, and in the press generally, that CBS intended to telecast a weekly television series entitled "Anna and the King," plaintiff notified CBS by letter of plaintiff's position that she had retained such television rights in her literary work, that she had not authorized Fox to make a television series based upon her book, that she objected to its doing so, and that she objected to CBS and any of its affiliates or subsidiaries televising such a series. The same notification was sent to every one of the CBS affiliated stations.

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ANNA AND THE KING OF SIAM, and of her copyright therein, without any consent or license from plaintiff, and without any consideration to plaintiff, Twentieth Century-Fox Television, a division of defendant Fox, produced and made available to CBS a version of plaintiff's literary property produced specifically for television presentation. Pursuant to a Memorandum of Agreement dated January 14, 1972, between Fox and CBS, Fox was required to produce the "programs" in 16mm and 35mm or other gauge film or on videotape or in any other medium selected by CBS. CBS offered each of its affiliate stations what was described as a "new television series based on the book by Margaret Landon which has previously been turned into both a successful movie and a successful Broadway musical."

- 17. With full knowledge of the rights of plaintiff in the book and in the copyright therein, but without consent or license from plaintiff and without any consideration to plaintiff, CBS provided the facilities of its network on a weekly basis, from September 17 to December 31, 1972, and actually telecast thirteen episodes of the television series "Anna and the King" over some one hundred and ninety stations constituting the Columbia Broadcasting System. None of the episodes was made for initial presentation in a motion picture theater, nor was such presentation made prior to the telecast of the series.
- 18. Each of the episodes in the series was represented by defendants to be "Based on the Biography by Margaret Landon . . . and 'Developed for Television by Bill Idelson and Harvey

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Miller.'" The sound track of each episode contained frequent bursts of dubbed audience laughter which were heard by television viewers on an average of more than once per minute. The length of each episode was approximately twenty-five minutes.

19. The series was not well received by the public and it was discontinued in the United States after the December 31, 1972 episode.

Plaintiff submits that the following statements set forth in defendants' Statement Pursuant to Local General Rule 9(g) are not beyond dispute (paragraph numbers correspond to the numbered paragraphs in defendants' Rule 9(g) Statement):

- 4. Plaintiff disputes defendants' characterization of her book as having been drawn "heavily from two autobiographical works in the public domain by Anna Leonowens." Plaintiff also objects to the absence of any reference in defendants' Rule 9(g) statement to the fact that plaintiff's literary work is the subject of United States copyright.
- 5. Plaintiff disputes that the aggregate revenues earned for Mrs. Landon were in excess of half-a-million dollars and that the revenues attributable to her book during calendar 1972 increased as a result of defendants' television series.
- 6. Plaintiff objects to any implication that Mrs.

  Landon entered into negotiations with Fox to sell anything other than "motion picture rights" to the literary work.
- 8. Plaintiff does not agree that the 1946 Fox motion picture was entitled "Anna and the King."

(466e)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK MARGARET M. LANDON 4711 Fulton Street, N. W. Washington, D. C. 20007 Plaintiff, : Civil Action No. 518/74 (MEL) -against-: AFFIDAVIT OF PERSONAL TWENTIETH CENTURY-FOX FILM SERVICE CORPORATION 1345 Avenue of the Americas New York, New York 10019, and COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd . reet New York, New York 10019 Defendants. STATE OF NEW YORK ss.: COUNTY OF NEW YORK ) JUDY BAUMANN, being duly sworn, deposes and says: at 85 First Avenue, New York, New York, and I am not a party to this action. On Friday, June 7, 1974, I delivered copies of

I am over the age of twenty-one years of age, I reside at 85 First Avenue, New York, New York, and I am not a party to this action. On Friday, June 7, 1974, I delivered copies of the enclosed Notice of Cross-Motion for Partial Summary Judgment, Memorandum in Support of Cross-Motion, Affidavit of Herbert A. Fierst, and Attachments thereto, and Plaintiff's Opposition to Defendants' Motion for Leave to Amend to counsel for the defendants, Rogers & Wells, 200 Park Avenue, New York, New York.

Sworn to before me this

10 The day of June, 1974.

Ussurta

Notary Public Sparant Notary Public Store of New York .

No. 24-377775

Ought in Kings County

Qualif in Kings County Commission Express March 30, 1975

(461)

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 4711 Fulton Street, N. W. Washington, D. C. 20007

NOTICE OF CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiff,

Defendants.

v

Civil Action No. 518/74 (MEL)

TWENTIETH CENTURY-FOX FILM
CORPORATION
1345 Avenue of the Americas
New York, New York 10019, and
COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52nd Street

New York, New York 10019

#### SIRS:

PLEASE TAKE NOTICE that on the accompanying affidavits of Margaret M. Landon, of Herbert A. Fierst, and of Albert B. Taylor; the accompanying memorandum of law; and on the Complaint, Answer and all prior proceedings herein, including the deposition of Margaret M. Landon; the undersigned will move before the Honorable Morris E. Lasker at Room 2903, United States Court House, 40 Centre Street, New York, New York, at ten o'clock in the morning on June 28, 1974, for partial summary judgment on liability in favor of plaintiff on Count I of her Complaint, pursuant to Rule 56(b) of the Federal Rules of Civil Procedure on the ground that plaintiff is entitled thereto as a matter of law, and for such other relief as the Court deems just and proper.

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 2711 Fulton Street, N.W. Washington, D.C. 20007

Plaintiff,

TWENTIETH CENTURY-FOX FILM CORPORATION 1345 Avenue of the Americas New York, New York 10019

COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street, New York, New York 10019

Defendants.

Civil Action : 518/74 (ME)

### AFFIDAVIT OF HELEN STRAUSS

Green Britain and Northern Ireland )
London, England ss: ) SS:
England he United States of America )

HELEN STRAUSS, being duly sworn, deposes and says:

- 1. I presently reside in Los Angeles California and am temporarily in London, England where I make this Affidavit in connection with the above entitled case.
- 2. I have worked in or with the entertainment industry throughout my career and am thoroughly familiar with the customs and practises of the industry. In the eqrly 1940's I was employed by Paramount Pictures and in February, 1944 I resigned my position as Associate Story Editor with that company to join the William Morris Agency in New York City to start their literary division. This division was designed to represent author in the sale of rights in their works.

I remained with the William Morris Agency for twenty-three years, resigning in August 1967 from my position as head of the literary department and an executive of the company to accept a position as a Vice President of Warner Brothers. I am presently heading the film division of Readers Digest. As the above indicates, during my career I have dealt principally with the sale of author's rights, and I am thoroughly familiar with all aspects of this business.

- 3. Shortly after joining the Willium Morris Agency, I was introduced, by a mutual friend, to Mrs. Margaret Landon, who at the time had recently authored the book Anna and the King of Siam. Soon after we had met, Mrs. Landon indicated to me that she would like me to become her agent with respect to the sale of the film and allied rights in her book. I accepted her offer and thereafter undertook to represent her in this regard.
- 4. Accordingly, while other persons at the William Morris Agency also became involved, I was responsible at William Morris for all matters relating to Mrs. Landon, and I was therefore fully involved in and knowledgeable about all dealings and negotiations that occurred on behalf of Mrs. Landon with respect to the sale of rights in her book.
- 5. The book, Anna and the King of Siam, was a factual work and not a novel, which, at the time, made it more difficult to sell the motion picture and dramatic rights to it. Further, while some interest was expressed by theatre

companies regarding dramatic rights, no meaningful offers were forthcoming in this regard. Finally, Twentieth Century-Fox was the only film company to make an offer, despite efforts on my part to secure offers from other film companies. Under these circumstances, I felt we negotiated a good purchase price with Fox on behalf of Mrs. Landon. However, it is my clear recollection that we were not in a position to impose any unique or unusual provisions with respect to reservations of rights by Mrs. Landon, and that we did not doso.

I have recently reviewed the pertinent provisions of the contract between Mrs. Landon and Fox, and this has confirmed my recollection that, as a result of the above situation, we followed the normal practice in the trade whereby the author retained dramatic rights, including television rights associated with dramatic rights (namely live television rights), but the film company (in this case Fox) secured all film rights and all other television rights.

In other words, there was then (and there remains) a clear distinction between live television and television using film or other methods to broadcast on a delayed basis.

Mrs. Landon retained the former rights but not the latter. \*

6. In this regard, it should be noted that it was the understanding in the trade at the time that a granting of rights to make motion picture versions was not limited to granting rights only to produce full length feature films

I have also reviewed the contentions made in the Affidavits of Mr. Taylor and Mrs. Landon, and they do not alter my recollection this regard.

to be shown initially in movie houses, but rather was a granting of rights to produce any kind of film, of any length and for any purpose, including series of films for showing directly on television as episodes. Again, my recent review of the contract between Mrs. Landon and Fox confirms my recollection that all such rights were given to Fox.

7. I do not believe that I ever expressed to Mrs. Landon a different view from that stated above regarding the rights conveyed to Fox, nor do I believe she ever expressed to me a different understanding in this regard.

Et Straus

HELEN STRAUSS

Subscribed and sworn to before me this 26th day of June, 1974.

MICAELA A. CELLA

Vice Consul of the United States of America at London, England

(473)

IN THE UNITED STATES DISTRICT COURT 1 FOR THE SOUTHERN DISTRICT OF NEW YORK 3 MARGARET M. LANDON 4 4711 Fulton Street, N.W. Washington, D. C. 20007, 5 Civ. Action Plaintiff, 518/74 MEL 6 -against-7 TWENTIETH CENTURY-FOX FILM CORPORATION 8 1345 Avenue of the Americas 9 New York, New York 10019 and AFFIDAVIT 10 COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street 11 New York, New York 10015, 12 Defendants. 13 STATE OF CALIFORNIA 14 : 55.: 15 COUNTY OF LOS ANGELES ) 16

FRANK H. FERGUSON, being duly sworn, deposes and says:

- 1. I am an attorney admitted to practice in the State of California. I was employed by the defendant Twentieth Century-Fox Film Corporation ("Fox") as an attorney commencing in 1943. From 1952 until my retirement in 1971, I was in charge of the Fox West Coast Legal Department. I make this affidavit in support of the defendants' motion for summary judgment and in opposition to the plaintiff's cross-motion for summary judgment.
- 2. I have reviewed the contracts collected as Exhibits E and F to Mr. Fierst's affidavit of June 3, 1974, as well as plaintiff's memorandum of law dated June 7, 1974.

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4. This argument is without merit, and is apparently made without any understanding of Fox's actual practice in drafting literary acquisition agreements.

5. In fact, the presence or absence of the words
"television versions" in such agreements stems from an entirely
different cause than that asserted by plaintiff. In 1944, Fox had two
separate Legal Departments handling the acquisition of literary
properties, one in Los Angeles and one in New York. In matters such
as the drafting of agreements, they were largely autonomous, and, in
many circumstances, developed different styles, practices and formats.

6. Significantly, the Exhibit F contracts (all of which contain the words, "television versions" in the clause under discussion) were written in the fox West Coast Legal Department. Many of them were approved by me, as evidenced by my initials on the signature page, (See Exhibits F (35) through (40), inclusive) and others were prepared by me under the supervision of my predecessor as head of the West Coast Legal Department, George Wesson. The Exhibit E contracts (which do not contain the words "television versions" in the comparable clause) were prepared in the New York Legal Department, in most instances by Mr. Harry J. McIntyre, as was Mrs. Landon's

Agreement. The contracts differed not because Fox was acquiring different rights, but because the two departments followed different formats and different techniques of drafting to acquire the various rights to the literary properties purchased.

7. Examination of agreements where the parties intended the grant of living actor television rights, also demonstrates plaintiff's error. Relying on the absence of the words "television versions" from the East Coast contracts, plaintiff contends that these contracts convey "the rights only to produce and then telecast 'motion picture' versions (as plaintiff defines it) of the literary property involved", (Br. pp. 29-30). This is demonstrably wrong. The same contract goes on to grant (para. SECOND (f))

"The sole and exclusive right, throughout the world, to project and/or broadcast the literary property or any parts of versions thereof by means of the method generally known and described as television or by any process analogous thereto, from living actors, motion pictures, film or other devices or by any other means now or hereafter utilized in connection therewith." SECOND (f) of Exhibits E(9) and (10).

8. In California, we customarily obtained such rights somewhat differently, arriving at the same destination by a different route. Thus, for example, in Exhibit F (1), our clause FIRST (c) (including the phrase "television adaptations or versions") remains the same, but clause FIRST (f) (the television clause) reads as follows:

"(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property."

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9. This, contrary to Mrs. Landon's contention, the absence of the words "television versions" from the Fox East Coast agreements and their inclusion in the West Coast contracts is without significance insofar as the television rights are concerned. Both sets of agreements grant television rights because of the granting words of the television clause (subparagraph (f)), without reference to the presence or absence of the particular words on which Mrs. Landon relies.

were not conducted by West Coast personnel of Fox, and, for this reason, her Agreement was not drafted in my department. It is nevertheless instructive to examine an agreement for the same type of acquisition in the West Coast format. Fox's contract with Jan Marsman (Plaintiff's Exhibit F(9)) involved precisely the same kind of rights acquisition as did ANNA AND THE KING OF SIAM. The Marsman agreement, drafted in California, followed our customary standard format for clause (c) including the words "motion picture and television versions", whereas Mr. McIntyre used only the words "motion picture versions" in the comparable clause in the Landon Agreement. The two agreements record the same reservation of rights to broadcast the literary property direct from living actors, although the language differs slightly. Thus, the Landon agreement says (clause (b)):

"(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture verisons of said literary property produced pursuant hereto. The Owner specifically reserves to hereself the

(4743)

right to broadcast the literary property by television direct from living actors; . . ."

Whereas, the Marsman agreement says (clause (f)):

"The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said property, with the exception, however, of the right to televise directly from living actors, which right is hereby reserved to the Owner."

Fox acquired no greater or different rights from Marsman than it acquired in ANNA AND THE KING OF SIAM. In each, although the words used varied, it acquired the right to make motion pictures of all kinds and to televise them. Specifically, it acquired the right to make a series of motion pictures, as Fox ultimately did with ANNA AND THE KING, and televise them since they were motion pictures. Fox did not acquire this right from Marsman as a result of use of the words "television versions", but rather because it had the right to make and televise motion pictures. So, too, in the case of the subject films based on ANNA AND THE KING OF SIAM.

FRANK H. FERGUSON

Sworn to before me this The day of June, 1974

OFFICIAL SEAL DORINA SERRAD HOLIRY FUBLIC - CALHOLINA My Contain aron Expires Isa. 11, 1976 tos anglies coulty 

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IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 4711 Fulton treet, N.W. Washington, D. C. 20007

Plaintiff,

v.

Civil Action No. 518/74 (MEL)

TWENTIETH CENTURY-FOX FILM CORPORATION 1345 Avenue of the Americas New York, New York 10019, and

COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street
New York, New York 10019

Defendants.

# DEFENDANTS' COUNTER STATEMENT PURSUANT TO LOCAL GENERAL RULE 9(g)

Defendants refer to, and incorporate by reference herein, their Statement Pursuant to Local General Rule 9(g) filed April 15, 1974. Defendants submit that the following statements set forth in Plaintiff's Counter Statement Pursuant to Local General Rule 9(g), dated June 7, 1974, are not beyond dispute. Paragraph numbers herein correspond to the numbered paragraphs in Plaintiff's Counter Statement:

4. Defendants dispute plaintiff's characterization of her book as "an original serious literary work concerned with the struggle for human rights." Defendants further dispute that publication, in the manner described by plaintiff, invested statutory copyright in the plaintiff or in Asia Magazine, Inc.

- 5. Defendants dispute that Asia Magazine, Inc. could lawfully assign the copyright referred to to plaintiff.
- 6. Defendants dispute that plaintiff could lawfully obtain a copyright by publication in the manner described.
- 7. and 8. Defendants dispute that the copyrights referred to were "duly renewed," and that plaintiff is the owner thereof.
- 9. Defendants dispute that all copies of the literary work referred to were published "in strict conformity with the provisions of the Copyright Act of 1909, as amended."
- 10. Defendants dispute plaintiff's characterization of the negotiation and drafting of the agreement referred to and further dispute plaintiff's description and characterization of the terms thereof, and, in particular, any implication arising thereof that defendants did not have the right to produce and broadcast the subject films.
- 14. and 15. Defendants dispute plaintiff's characterization of the correspondence referred to.
- 16. and 17. Defendants dispute plaintiff's assertion that defendants Twentieth Century-Fox Film Corporation and Columbia Broadcasting System, Inc., or either of them, acted (paragraph 16), "with full knowledge of the rights of plaintiff in ANNA AND THE KING OF SIAM, and of her copyright therein, without any consent or license from plaintiff, and without any consideration to plaintiff." Defendants further dispute the substantially identical statement set forth in paragraph 17. Insofar as plaintiff's characterization of certain motion picture versions of plaintiff's literary property imply that they are not motion picture versions, defendants object thereto.

In addition to the foregoing, defendants object generally to plaintiff's Counter Statement as argumentative and conclusory and not a proper statement of fact, and further submit that many facts, opinions and characterizations stated therein are irrelevant, immaterial and not germane to the issues involved in the action.

Respectfully submitted,

ROGERS & WELLS

Rv

A Member of the Firm Attorneys for Defendants 200 Park Avenue New York, N. Y. 10017 (212) 972-7000

Of Counsel:

Youngman, Hungate & Leopold 1801 Century Park East Los Angeles, California 90067

and-

William R. Glendon, Esq. Guy C. Quinlan, Esq. Stephen Froling, Esq. UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK MARGARET M. LANDON 4711 Fulton Street, N.W. Washington, D.C. 20007, Plaintiff, Civil Action No. 518/74 MEL -against-TWENTIETH CENTURY-FOX FILM COR-PORATION 1345 Avenue of the Americas AFFIDAVIT New York, New York 10019, and COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52 Street New York, New York 10019, Defendants. STATE OF NEW YORK ) : \$5.: COUNTY OF NEW YORK ) HARRY J. McINTYRE, being duly sworn, deposes and says: I am an attorney duly admitted to practice before the Courts of the State of New York and this Court and I am associated with the firm of ROGERS & WELLS, attorneys for defendants herein. Prior to my recent retirement I had been, for many years, an officer of TWENTIETH CENTURY-FOX FILM CORPORATION (herein called "Fox") and I continue to be a member of its Board of Directors and Executive Committee. 2. I make this affidavit in support of defendants' motion for summary judgment and in opposition to plaintiff's cross-motion for summary judgment. 3. In the fall of 1944, I had been employed for

(477a)

over five years in the New York Legal Department of Fox and I was entirely familiar with the policies and practices of Fox and the motion picture industry in acquiring rights in stories on which to base motion pictures. I was requested by the then head of the New York Legal Office to prepare a contract for the acquisition by Fox of "all customary rights" in plaintiff's book ("the Book") entitled ANNA AND THE KING OF SIAM. Attached hereto as Exhibit A is a copy of a memorandum of instructions which I received from Joseph H. Moskowitz, now deceased, relating to the Agreement. Two specific provisions had been requested by plaintiff and agreed to by Fox. One was a reservation related to specific television rights and the second a restriction on Fox relating to radio broadcasts. The only reservation respecting television was the provision, requested by plaintiff, that plaintiff would retain the right to televise the Book directly from !iving actors, subject to a limitation on the time before which plaintiff could exercise this reserved right.

the plaintiff's attorney asked for and received additional concessions. I annex hereto as Exhibit B a copy of a letter from Joseph Singer, an attorney from the William Morris Agency, to me dated November 17, 1944. In paragraph (3) of that letter, plaintiff requested a further restriction on the radio rights granted to Fox which would prevent Fox from "broadcasting serially the entire photoplay produced hereunder." Fox accepted this restriction and it appears in the contract as executed. Plaintiff did not seek to impose a similar restriction on the television broadcast rights, although in paragraph 2 of the same letter, the plaintiff did propose a change to the television reservation clause which was agreeable.

- 5. The customary rights which a motion picture company acquired in a dramatic or literary work were well understood in the industry. These rights include the exclusive right, as stated in the instant contract, to reproduce the Book by any mechanical means including motion pictures of all types and lengths, and to exhibit such motion pictures in any and all media including theaters, television, planes, ships, etc. I drafted the Landon contract in 1944 to acquire for Fox all such rights, without any restrictions whatever on the type or length of the motion pictures produced or the place of exhibition thereof. Mr. Taylor states in his affidavit (¶5) that it was not the "intention" of plaintiff to convey to Fox the right to make "productions made expressly for television and not for initial theater audience consumption". However, he does not state that this intent was expressed to Fox. At no time did the representatives of plaintiff suggest to Fox any such intention or state that the grant to Fox was to be limited to feature-length motion pictures for first exhibition in theaters. Nor did they state that plaintiff wished to reserve the right to make motion pictures for television exhibition. Those would have been competitive with Fox's pictures and such a reservation would have been unacceptable. No such limiting words appear in the contract. Plaintiff's conclusion that the subject series does not fall within the scope of the phrase "motion pictures" is unfounded.
- 6. Mr. Taylor also makes the absurd statement (¶5) that motion pictures for television involve a "subsidiary right" which plaintiff wished to retain. Obviously, motion pictures for any media are not "subsidiary" in a grant to a motion picture company of exclusive motion picture rights they were the essence of the grant.

8. Fox here made, in the exercise of the rights it acquired under the Landon contract, thirteen motion pictures, each having its own specific title and an overall, series title, ANNA AND THE KING. Each of these thirteen motion pictures was produced at the Fox Studio in Los Angeles utilizing the usual motion picture sound stages on which Fox has made other motion pictures. Each was filmed by a motion picture camera on motion picture negative film. Each was developed in motion picture processing laboratories. The sound track of each was recorded with the usual motion picture recording techniques. The sound track negative and the camera negative were processed to make positive motion picture prints on positive motion picture film capable of being projected

in theaters and elsewhere with motion picture projection equipment. Positive motion picture prints (in 35 mm. and 16 mm. widths) were delivered to CBS to be telecast. The thirteen motion picture versions were within the recognized definitions of the term "motion picture". See 17 USC § 5; CFR § 202.15(a) and Compendium of Copyright Office Practices (1973 Ed) ¶ 2.14.1. Each of these films is copyrightable as a motion picture. Each bears a copyright notice in the form of "Copyright 1972 20th Century Fox Film Corp."

- plaintiff that the absence of the words "television versions" in the subject contract, as contrasted with the inclusion of those words in the contracts attached as Exhibit F to the Fierst affidavit, is some evidence of Fox's intent not to acquire the rights to televise the subject films. I am also familiar with Mr. Taylor's conclusion (Aff. p. 3) that this was "the obvious reason for the absence of any reference to 'television versions' in the grant clause of Mrs. Landon's agreement with Fox". These conclusions are wrong.
- 10. As indicated above (paragraph 7), Fox's intent to acquire the right to televise the subject motion pictures was clearly expressed in the contract. The fact that it differs from the West Coast contracts results, as Mr. Ferguson's accompanying affidavit points out, simply from the fact that there were two separate legal departments with different draftsmen employing different styles and formats to

11. I further note that plaintiff refers (Br. p. 35) to two agreements between Rox and William Inge relating to the play BUS STOP. I participated in the negotiation and drafting of both agreements. Seizing on the fact that the 1961 amendment to the initial agreement required Fox, among other things, to pay Inge an additional \$5,000, plaintiff asserts that this shows that Fox did not initially acquire the right to make "television versions", as they define them. In making this assertion, plaintiff overlooks paragraph EIGHTEEN of the initial agreement requiring Fox to pay Inge the uneconomic sum of up to \$37,500 for each sequel. The amendment was entered into, not because Fox did not initially acquire the rights, but rather to reduce the sum due for the entire series for television to a more reasonable \$5,000.

Harry J. McIntyre

Sworn to before me this ask day of June, 1974.

Notary Public

NAAT FURTH FROUNDS NAAT FURTH, Sale of Jow York No. 6422000 Qualified to Augus County

Certificate files in New York County Commission Expires March 30, 1976

TWENTIETH CENTURY - FOX FILM COLORATION will at a China barre it . DATE\_\_\_November 10, 1944 INTER-OFFICE CORRESPONDENCE ONLY FROM\_ JOSEPH H. MOSKOWITZ TO\_\_MR. E. P. KILROE SUBJECT .... We have made a deal for the acquisition of all customary

rights to the novel ANNA AND THE KING OF SIAM, by Margaret Landon. This novel was published in June 1944 by the John Day Company.

The purchase price is \$67,500., which is to be paid to the William Morris Agency, as agent.

As for television, the seller reserves the rights to televise from living actors but agrees not to exercise said rights until (8) years after release of our picture. Thereafter, we have option to purchase said reserved rights at same terms as offered by others.

As for radio, we are to use our standard clause whereby we can broadcast for advertising purposes but the owner will not permit any broadcast until two years after the general distribution date of our picture or four years after the date of the contract, whichever is earlier.

Joseph H. Moskovitz

TIMES

TO BE TO THE CONT. LOT &

14 11 W 13

co: Mr. W. C. Wichel

EXHIBIT A

ESTABLISH 0 1898 MORRIS ROCKEFELLER CENTER 1270 SIXTH AVENUE NEW YORK 20, N.Y TELEPHONE CIRCLE 7- 2160 . November 17, 1944

Harry J. Mc Inture, Esq. Twentieth Century-Fox Film Corporation 444 West 56th Street New York, Hen York

RE: "ANNA AND THE KING OF STAIN"

I am returning herewith the main agreement and Dear Mr. Mc Intyre:short form assignment for revision in accordance with our telephone conversation.

The changes we desire are as follows:-

√(1) Paragraph 6 on Page 2 of the agreement -- after the word "presented" add "with the knowledge or consent of the Owner".

The same correction should be made in Paragraph 7, Page 5 of the assignment.

/ (2) Paragraph FIRST sub division (f) Page 5 of the agreement an outside date should be added viz. "ten years after the date hereof which Tever period first expires".

The same correction should be made in Paragraph II, sub division (f), Page 4 of the assignment.

(3) Paragraph FIRST, sub division (g), Page 6 of the agreement -- Mr. Schneider has already discussed this ith Mr. Moskowitz and you and I have as well. I have again taken the matter up with Mr. Schneider and Mr. Nat Lefkowitz of our office and we feel that there should be added after the word "property" on line 3 of this sub division, the words " in exercising said radio broadcasting rights, Purchaser shall not use same for the purpose of broadcasting serially an entire photoplay produced hereunder".

The same correction should be made in Paragraph II, sub division (g), Page 5 of the assignment.

EXHIBIT B

- (4) Paragraph GECOND, Page ; of the agreement -- the Owner on this will telephone you.

  (5) Paragraph GEVENDER P.
- (5) Paragraph SEVERTH, Page 0 the word "permit" appearing on the first line of this paragraph should be changed to "authorize".
- (6) I believe that another Paragraph should be added to the assignment stating that it is subject to the terms of the main agreement of even date.

If there are any questions regarding the above, clease telephone me. I suggest that you do not have the pages re-typed until I get word regarding the manner of payment.

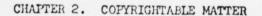
Sincerely yours,

Sgeeph Singer use

WILLIAM MORRIS AGENCY, INC.

JS: AP ENCS.

BY HAND



Part 2.14 MOTION PICTURES (CLASSES L-M)

# 2.14.1 What is a Motion Picture?

In general. "A motion picture is a series of pictures presenting to the eye the illusion of motion, which pictures are projected on a screen or transmitted by means of television or otherwise, and have as their origin a series of connected pictures on film or other recording media."

## II. Classification.

- a. The copyright law provides for registration of motion pictures in two classes: (17 U.S.C. §5)
  - 1. Photoplays (Class L). Photoplays are motion pictures that are dramatic in character and tell a connected story.

### Examples:

- (1) DAVID COPFERFIELD, a feature film based on the Dickens novel
- (2) THE WHITE ROSE OF MEMPHIS, a filmed, original teleplay
- (3) THE STRAWBERRY ISLAND ADVENTURE, an animated cartoon
- (4) LARRY LAGER AND PHIL PILSNER GO CAMPING, a filmed T.V. cartoon commercial
- 2. Motion Pictures Other than Photoplays (Class M).
  This class includes motion pictures which do not tell a connected story by dramatic means.

#### Examples:

- (1) THE NEWS OF THE WORLD IN REVIEW, a news-reel
- (2) INTO THE SETTING SUN, a travelog

[1973]

2-573



UNITED STATES DISTRICT COURT SOUTHERN DISTRIC. OF NEW YORK MARGARET M. LANDON 4711 Fulton Street, N.W. Washington, D. C. 20007 Plaintiff, -against-74 Civ. 518 TWENTIETH CENTURY-FOX FILM CORPORATION 1345 Avenue of the Americas MEMORANDUM New York, New York 10019 AND ORDER COLUMBIA BROADCASTING, INC. 51 West 52nd Street New York, New York 10019 Defendants. - - - - - X APPEARANCES: LAYTON & SHERMAN, ESQS. 375 Park Avenue New York, New York 10022 Of Counsel: ROBERT LAYTON, ESQ. ARNOLD & PORTER, ESQS. 1229 Nineteenth Street, N.W. Washington, D. C. 20036
Of Counsel: MITCHELL A. ROGOVIN, ESQ.

JAMES A. DOBKIN, ESQ. HERBERT A. FIERST, ESQ. 607 Ring Building Washington, D. C. 20036 Attorneys for Plaintiff

ROGERS & WELLS, ESQS.

200 Park Avenue

New York, New York 10017

Attorneys for Defendants

Of Counsel: YOUNGMAN, HUNGATE & LEOPOLD, ESQS.

1801 Century Park East

Los Angeles, California 90067

-and-

WILLIAM R. GLENDON, ESQ. STEPHEN FROLING, ESQ.

LASKER, D.J.

In 1944 Margaret Landon entered into an agreement with Twentieth Century-Fox Film Corporation (Fox) to sell, among other things, "motion picture rights" to her book entitled "Anna and the King of Siam". In 1972 Fox produced 13 films which were broadcast on the CBS Television network as a weekly serial entitled "Anna and the King."

This suit presents the question whether the 1944 agreement between Landon and Fox authorized Fox to produce and exhibit the 1972 series through defendant CBS. In addition to her assertio that the series infringed her copyright in the literary property "Annaand the King of Siam," Landon raises the novel claim that the 1944 agreement constituted a tying arrangement in violation of Section 1 of the Sherman Act, 15 U.S.C. §1, on the grounds that Fox allegedly acquired the original copyright "on condition that" it also acquire the copyright renewal rights. She also argues that the assignment of the renewal copyright is unenforceable for lack of consideration. Landon's final claim is that production and exhibition of the television series constituted tortious misconduct on the part of defendants, that is, defamation, invasion of her right of privacy, misappropriation of literary property and wrongful attribution to Landon of credit for the series, which she claims to have "mutilated" her

literary property. Landon moves for summary judgment only as to the infringement claim (Count I of the complaint). Defendants move for summary judgment as to all claims against them, and to amend their answer to assert, as an affirmative defense to the antitrust count, the expiration of the applicable four year statute of limitations. I. The heart of Landon's contention that the series infringed her copyright is that the granting language of the 1944 agreement gave Fox the right to produce only motion pictures of feature length intended for first exhibition in movie theaters, and not those intended for first exhibition on television. The grant clauses of the agreement provide, in relevant part: "FIRST: The Owner does hereby grant,

convey and assign unto the Purchaser, its successors and assigns forever:

- The sole and exclusive motion (a) picture rights and motion picture copyright throughout the world in and to said literary property.
- The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with the copyright motion picture versions of said literary property, with or without sound

accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

The sole and exclusive right to (f) broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture versions of said literary property produced pursuant hereto. The Owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors; provided, however, that the Owner agrees that, for a period from the date hereof until eight (8) years after the date of general release of the first motion picture produced by the Purchaser based upon the literary property, or until ten (10) years after the date hereof, whichever period first expires, she will not exercise or grant the right to broadcast the literary property, or any part thereof, by television, or by any other device

now known or hereafter to be devised by which the literary property may be reproduced visually and audibly for an audience not present at a performance thereof and with living actors speaking the roles thereof. The Owner grants to the Purchaser the exclusive option to license, lease and/or purchase said reserve rights to broadcast the literary property by television from living actors, or otherwise, at the same price and upon such bona fide terms as may be offered to the Owner by any responsible prospective buyer and which shall be acceptable to the Owner.

- The right to broadcast by means of (g) radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any motion picture based on said literary property, provided that, in exercising said radio broadcasting rights, Purchaser shall not broadcast serially an entire photoplay produced hereunder. Except as herein stated, the Owner agrees that she will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of the first motion picture made by the Purchaser based upon the said literary property, or four years after the date hereof, whichever period first expires. This restriction on broadcasting, however, shall not in anyway affect or restrict the rights on television herein granted.
  - (h) The right to publish, copyright or cause to be published and copyrighted

in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses revised and/or abridged versions of said literary property, not exceeding 7,500 words each, adapted from the said literary property or from any motion picture and/or television version thereof, with or without sound accompaniment, produced, performed, released or exhibited pursuant hereto."

It is evident that the grant clauses are broadly drafted and do not contain or suggest the purported distinction between motion pictures made for first exhibition on television and those made for theater presentation. Clause (c) expressly grants to Fox the sole right to "make" and "generally deal in" an apparently unlimited number of "motion picture versions" of the property.

It confers the right to use and modify the plot, characters and title in "new versions, adaptations, and sequels," again without apparent limit on the number of such versions. Clause (f) cedes the "exclusive" right to broadcast on television "any of the motion picture versions" of the property produced pursuant to the agreement.

The broad construction of the phrase "motion picture versions" to include the 1972 series is con-

firmed by related provisions of the agreement. indicate that when the parties sought to reserve to Landon certain rights, they did so carefully and specifically. Such reservations are themselves strong evidence that if Landon had intended to reserve the right to make and exhibit filmed television versions of the property, she and her noted and experienced literary agents, the William Morris Agency, knew how to do so. For example, Clause (g) gives Fox the right to broadcast by radio portions of the property for advertising or promotional purposes, but by express language states that Fox "shall not broadcast serially an entire photoplay ... " Significantly the provision states that "[t]his restriction on broadcasting ... shall not in any way affect or restrict the rights on television herein granted." Clause (f), the television clause, specifically reserves to Landon the right to "broadcast the literary property by television direct from living actors," but contains a covenant providing that she shall not exercise even that limited right for a period of years. In view of this covenant . obviously drafted to protect Fox from Landon's competition with Fox's own films, it is far-fetched to believe that the parties so carefully restricted Landon's right to exhibit live television performances only to leave

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her completely free to show an unlimited number of filmed television versions of the property. The construction Landon seeks was squarely rejected in Wexley v. KTTV, Inc., 108 F. Supp. 558 (S.D. Cal. 1952), aff'd, 220 F.2d 438 (9th Cir. 1955), in which the court considered almost identical contractual provisions and stated:

The obvious reason for applying the fifteen year restriction 'to live television' only, was because it was considered the most serious competition to the exhibition of motion pictures. If it were intended to leave in the grantor the right to exhibit motion pictures on television, the parties unquestionably would have applied the fifteen-year restriction to such right." 108 F.Supp. at 560 (emphasis in original.)

Moreover, assuming <u>arguendo</u>, that Landon did indeed reserve the right to <u>exhibit</u> motion pictures on television, she had no right to <u>make</u> or <u>produce</u> them: Clauses (h) and (c) clearly grant to Fox the "sole and exclusive" right to "make, produce, adapt ... exhibit, perform and generally deal in motion picture versions."

We conclude that the only reasonable construction of the 1944 agreement is that Fox was granted the right to make an unlimited number of motion picture versions of the property, without limitation as to length, or place of first exhibition. This conclusion is consistent with

the law in this Circuit as to the interpretation of copyright grants. Bartsch v. Metro-Goldwyn-Mayer, Inc., 391 F.2d 150 (2d Cir.) cert. denied, 393 U.S. 826 (1968) is precisely in point. There the copyright owners of a musical play assigned to Bartsch in 1930 the "motion picture rights" in the play together with the right to "copyright, vend, license and exhibit" motion picture photoplays throughout the world. There was no television clause in the assignment. Later in 1930, Bartsch assigned his rights to Warner Brothers, which in turn transferred its rights to MGM. MGM produced and distributed a feature-length motion picture based on the musical play in 1935. In 1958 MGM licensed the picture for exhibition on television and Bartsch's widow, to whom his copyright interest had devolved, sued to enjoin the broadcast. The issue was comparable to ours: whether, under the terms of original grant by the copyright authors to Bartsch in 1930, (and then from Bartsch to Warner) the right to "copyright, vend, license and exhibit ... motion picture photoplays" included the right to license a broadcaster to exhibit the picture on television without a further express grant by the copyright owner (Bartsch). In deciding that the grant did include such a right, Judge Friendly emphasized that Bartsch's assignment to Warner

was "well designed to give Warner the broadest rights"
with respect to the right to produce motion pictures,
and noted that "'[e]xhibit' means to 'display' or 'show'
by any method and nothing in the rest of the grant sufficiently reveals a contrary intention." 391 F.2d at 154
(emphasis added). The court stated the rule which controls the present case:

"As between an approach that 'a license of rights in a given medium (e.g., 'motion picture rights') includes only such uses as fall within the unambiguous core meaning of the term (e.g. exhibition of motion picture film in motion picture theaters) and exclude any uses which lie within the ambiguous penumbra (e.g., exhibition of motion picture film on television)' and another whereby 'the licensee may properly pursue any uses which may reasonably be said to full within the medium described in the license, [Professor Nimmer] prefers the If the words latter. So do we... are broad enough to cover the new use, it seems fair that the burden of framing and negotiating an exception should fall on the grantor; if Bartsch or his assignors had desired to limit 'exhibition' of the motion picture to the conventional method where light carried from a projector to a screen directly beheld by the viewer they could have 391 F.2d at 155. said so.

There was no question in Bartsch that the parties were aware of the possibilities of television even in 1930.

In the present case, involving a 1944 agreement, there is, of course, no question on that score either; the Landon contract is sprinkled with references to television and one does not have to roam far into the penumbral meanings of "motion picture versions" to conclude that the term was intended by the parties to embrace rather than exclude the right to produce a television series. Indeed, Clause (h) of the agreement, (to which, curiously, the parties pay only passing attention) expressly refers to "any motion picture and/or television version ... produced, performed, released or exhibited pursuant hereto." (emphasis supplied)

Goodis v. United Artists Television, Inc., 425

F.2d 397 (2d Cir. 1970) also supports our conclusion that the 1944 agreement authorized the 1972 television series. In 1945 Goodis, the author of the novel "Dark Passage," sold the exclusive "motion picture rights" to Warner Brothers, which produced and subsequently televised a feature motion picture with the same title. In 1956

Warner assigned its rights to United Artists, which produced the popular television serial "The Fugitive".

Goodis brought suit in 1965 claiming that the exhibition of the serial infringed his copyright because it was outside the sope of the grant in the Goodis-Warner

Brothers agreement.

In pertinent part, the contract conferred "the exclusive, complete and entire motion picture rights" and "the right to broadcast and transmit any photoplay produced hereunder by the process of television ..."

The district court granted defendant's motion for summary judgment on the basis of the broad granting language.

In reversing the decision, the Court of Appeals emphasized the absence in the agreement of an affirmative and explicit grant of the right to make "sequels" (i.e. subsequent stories employing the same characters in different plots or sequences) and observed:

"[I]t would be rash of us to hold on summary judgment that the sale of rights in one of an author's works ends, without specific mention that it ends, the author's exclusive ownership of the valuable characters he created in that one work, when he may well desire to create sequels of his own using these same characters." 425 F.2d at 406.

Accord, Warner Bros. Pictures, Inc. v. Columbia Broadcasting System, 216 F.2d 945 (9th Cir. 1954), cert. denied, 348 U.S. 971 (1955).

Significantly, the right to make "sequels," critically absent in <u>Goodis</u>, is explicitly expressed in the language before us. Clause (c) of the agreement re-

in regard to adapting the property to the film medium and then grants the "d exclusive right" to use the property in "new ... .s, adaptions and sequels ... and to register and obtain copyright therein, throughout the world." Such broad language, particularly when read in combination with the grant in Clause (f) of the "sole and exclusive right" to broadcast on television "any of the motion picture versions" which the contract gives

Fox the "sole and exclusive" right to make (Clause (c)), leads inescapably to the conclusion that Fox is entitled to summary judgment on the infringement claim.

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that, at the least, the presence of genuine issues as to material facts precludes the grant of summary judgment to Fox. Apart from the fact that such an assertion is undercut by her own motion for similar relief, the argument is without merit. Landon contends first that Fox's contracting practices as reflected in a number of other agreements drafted during the 1940's demonstrate that Fox often and explicitly contracted for the right to produce "television versions," and that its failure to do so here is probative of its intent as to the 1944 agreement. The contention is effectively rebutted by the undisputed facts

legal departments, each with its own drafting style, and (2) Landon's contract was drafted in the office which, as a matter of consistent practice, did not use the magic words "television versions" to acquire the rights in issue here, relying instead on general language to achieve the same result. In any event, contracts made between Fox and other copyright owners have little probative value as to what Fox and Landon intended in their particular agreement, see Bartsch v. Metro-Goldwyn-Mayer, supra, 391 F.2d at 154-155.

Landon also contends that "motion picture versions" is a term of art whose meaning can be established only by extrinsic "technical evidence." It is, of course, a familiar principle that where the terms of a contract are ambiguous, such evidence may be introduced, not to vary the meaning of a contract but to establish the intent of the parties. But in the context here, the terms of the contract are not ambiguous and do not raise a triable issue of fact.

We note, parenthetically, that both the copyright law, 17 U.S.C. §5, and related regulations, 37 C.F.R. §202.15, and the Copyright Office publication, The Compilation of Copyright Office Practices (1973 ed., at

"filmed television plays" or filmed pictures "transmitted by means of television," respectively. The relevant case law bears out these definitions. See, e.g., Goodis v. United Artists Television, Inc., 278 F.Supp. 122, 126 (S.D.N.Y. 1968), rev'd on other grounds, 425 F.2d 397 (2d Cir. 1970), Hollywood Plays, Inc. v. Columbia Pictures Corp., 77 N.Y.S.2d 568, 576 (Sup.Ct. N.Y.Co. 1947) aff'd, 274 App. Div. 912 (1st Dept. 1948) rev'd on other grounds, 299 N.Y. 61 (1949), Vitaphone Corp. v. Hutchinson Amusement Co., 28 F.Supp. 526 (D. Mass. 1939), Autry v. Republic Productions, Inc., 215 F.2d 667 (9th Cir. 1954), cert. denied, 348 U.S. 858 (1954).

Plaintiff also argues that it was not her intention to grant to Fox the right to make television versions of the property. She takes the position that her intentions in 1944 present an issue of disputed fact requiring a trial on the merits. The argument is wide of the mark for two reasons. First, it is axiomatic that evidence of plaintiff's intent is admissible only insofar as it was expressed to Fox. Her affidavit is silent on the question whether she ever expressed to Fox in 1944 the construction of the agreement she presses on the present motions, and it is undisputed that she had very little, if any direct

contact with Fox at all. Albert B. Taylor, an executive with William Morris Agency (plaintiff's literary agents) with some familiarity with the negotiation of the 1944 agreement, does not state that he, or any other employee of the Agency communicated Landon's understanding of the agreement to Fox. More to the point, the opposing affidavit of Helen Strauss, who was personally responsible for plaintiff's account and for negotiation on Landon's behalf of the Fox agreement, states that in 1944 Strauss understood the agreement to convey to Fox all film rights, including television rights, while reserving to Landon "dramatic righ's," including the right to televise a "live" dramatic rendition of the property.

In sum, there is no genuine issue as to any material fact and defendants are entitled to summary judgment as to the infringement claim.

II.

The second count of the complaint alleges as an unlawful tying arrangement Fox's requirement that it acquire the renewal copyright as a condition to its purchase of the original copyright. As plaintiff concedes, there is no reported case recognizing such a cause of action. Assuming, without deciding, that such an arrangement the anti-trust laws, may violate / the particular claim asserted here is

fatally deficient. As the Second Circuit has recently stated, the exercise of actual coercion by the defendant (as distinguished from the mere presence of market power) is a necessary element of an unlawful tying arrangement. See Capital Temporaries Inc. of Hartford v. The Olsten Corporation, Docket No. 74-1077 (2d Cir. October 17, 1974) and cases cited there; cf. Ford Motor Co. v. United States, 335 U.S. 303, 316-20 (1948). As we read Capital Temporaries, to state a valid claim plaintiff would have to allege that (1) she wished to sell only the original copyright at the time she signed the 1944 agreement, (2) expressed that fact to Fox, and (3) that sale of the renewal copyrights was forced upon her by virtue of the superior economic strength or market dominance of Fox. However, neither the complaint nor any supporting affidavit suggest the presence of these elements. Indeed, the contrary appears: Landon testified at her deposition (at p. 266) in connection with the question of copyright renewals that she did not have any discussion "at all" on that subject at the time the agreement was negotiated. Neither her own affidavit on the present motion nor those of her literary agents refer to any such discussions or any proposed modification of the draft agreement in connection with renewals.

As to Fox's market dominance, the record indicates that Landon's agents offered the literary property to various theater companies and film companies but that Fox was the "only film company to make an offer, despite efforts on my part to secure offers from other film companies." (Opposing Affidavit of Helen Strauss, at Paragraph 5). Although Fox, as the only interested buyer may have been in a position to drive a hard bargain with Landon, the exercise of such power is not the kind of conduct proscribed by the antitrust laws, and indeed there is no evidence that Fox exercised it at all. Indeed the Strauss affidavit (Paragraph 5) states that "Anna and the King of Siam" was, as a factual work rather than a novel, not an easily saleable property but that Fox paid "9 good purchase price" for it.

Moreover, even if plaintiff's claim of an unlawful tying arrangement were otherwise sufficient, it would be barred by the four-year Statute of Limitations in 15 U.S.C. §16(b). Zenith Radio Corp. v. Hazeltine Research, 401 U.S. 321, rehearing denied, 401 U.S. 1015 (1971) on which plaintiff relies, is not to the contrary. The holding in Zenith and the other "tolling" cases relied on by plaintiff is that future damages are often incapable of proof in the context of a continuing conspiracy to

violate the antitrust laws, 401 U.S. at 338, both because a plaintiff is legally injured by <u>each</u> act of the defendants in furtherance of the scheme and because of the complex market analysis involved in the damage calculation. 401 U.S. at 341-2.

In the present case, however, the alleged violation arises from a single act -- the 1944 agreement -- by a single defendant. As a general rule, claims based on anti-competitive agreements to which the plaintiff is a party accrue at the t. of their execution. Skouras Theatres Corp. v. R.K.O. Corp., 193 F. Supp. 401, 406 (S.D.N.Y. 1961), Muskin Shoe Co. v. United Shoe Machinery Corp., 167 F.Supp. 106 (D. Md. 1958), Fleischer v. A.A.P., Inc., 180 F.Supp. 717 (S.D.N.Y. 1959), aff'd, 329 F.2d 424 (2d Cir. 1964), cert. denied, 359 U.S. 1002 (1959). The facts at hand fall within this general rule rather than the exception carved out by the Zenith line of cases because the alleged damages were capable of proof at the time the cause of action accrued. The value of the renewal rights to commence in 1972/have been difficult to calculate in 1944, but it was not impossible unusual to assign the renewal rights at the commencement of the original copyright term and such agreements have been upheld as valid and enforceable, Fred Fischer Music

Co. v. M. Witmark & Sons, 318 U.S. 643 (1943), Rose v. Bourne, Inc., 279 F.2d 79 (2d Cir. 1960) affirming 176 F.Supp. 605, 611-612 (S.D.N.Y. 1959). The fact that the parties to such agreements are able to place some ascertainable present value on an expectancy interest in the renewal copyright to come into being twenty-eight years later is strong evidence that future damages flowing from an illegal tying arrangment involving the renewal rights can be calculated with reasonable certainty at the time of the original assignment. Our conclusion is supported by the fact that in cases involving an attack on the adequacy of consideration as to renewal rights, such adequacy is determined as of the time of the original transfer. Rose v. Bourne, Inc., supra, 279 F.2d at 80-81 affirming 176 F.Supp. 605, 611-612 (S.D.N.Y. 1°59); Fred Fischer Music Co. v. M. Witmark & Sons, Inc., supra; Rossiter v. Vogel, 148 F.2d 292 (2d Cir. 1945). In any event, even accepting plaintiff's argument that no estimate of future damages was possible in 1944, when the contract was executed, plaintiff certainly knew by the mid-1950's, after the production of two successful feature films and an enormously popular musical play ("The King and I"), that damages flowing from her alleged loss of renewal rights were ascertainable. Even under the Zenith rule, the

statute of limitations is tolled only until the plaintiff is able to prove future damages with reasonable certainty.

Poster Exchange, Inc. v. National Screen Service Corp.,

456 F.2d 662 (5th Cir. 1972). Because plaintiff's claim accrued, at the very latest, by the late 1950's, it is time-barred.

#### III

Plaintiff incorrectly claims that the assignment of renewal rights in the 1944 agreement is unenforceable for lack of consideration. The agreement (at Article II) states that Fox shall pay \$67,500 "in full consideration of the rights herein granted and assigned to [Fox]."

The law is settled that both original and renewal copyrights may be assigned in consideration of a single lump sum payment, without allocation. Fred Fischer Music Co. v. M. Witmark & Sons, supra; Rose v. Bourne, Inc., supra.

### IV

Landon's final claim charges that certain episodes in the 1972 television series "fail to retain and give appropriate expression to the theme, thought and main action of plaintiff's work," resulting in damage to her privacy and reputation and the literary property itself.

(Complaint, Paragraph 24) As fleshed out by the material

in support of her motion, the basis of this allegation is that her book was a serious literary work concerned with the struggle for human rights, whereas the television series was light in tone, and punctuated with bursts of dubbed laughter from the audience.

It is undisputed that the television credits
stated that the scripts were "based on" plaintiff's literary property, with screenwriting credit given to the
actual authors of the series in the same titles as Landon's
name appears.

For several reasons, the claim is insufficient as a matter of law. Even without permission from an author or the existence of a written agreement with him, any person may truthfully state that a work is "based on" or "suggested by" the work of that author. I Nimmer, Copyright, \$110.41 at p. 447; Geisel v. Poynter Products, Inc., 295 F. Supp. 331, 353 (S.D.N.Y. 1968). Although plaintiff would have a valid claim against defendants if they had falsely attributed the authorship of the series to her, see Granz v. Harris, 198 F.2d 585, 589 (2d Cir. 1952), her claim must fail where, as here, she contracted to (1) require Fox to give her appropriate credit for her contribution to the literary material upon the such motion pictures shall have been based" (2004) Agreement,

Article X); and (2) grant Fox the right to:

"reproduce ... spoken words taken from and/or based on the text or theme, of said literary property ... in ... motion pictures, using for that purpose all or a part of the theme, text and/or dialogue contained in said literary property."

[and]

"adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title ... in connection with works or motion pictures wholly or partially independent of said literary property ... change the characters ... change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels ...." (Agreement, Article I, paragraphs (b),(c)). (emphasis added)

These provisions clearly grant Fox the right to alter the literary property substantially and to attribute to plaintiff credit appropriate to her contribution. Accordingly, we find that Fox did not violate the agreement or engage in tortious conduct when it truthfully stated that the series was "based on" the property. See Shostakovitch v. Twentieth Century-Fox Film Corp., 196 Misc. 67 (Sup.Ct. N.Y.Co. 1948), aff'd, 275 App. Div. 692 (1st Dept. 1949). Seroff v. Simon & Schuster, 6 Misc. 2d 383, 388 (Sup.Ct. N.Y.Co. 1957), aff'd, 12 App. Div.

2d 475 (1st Dept. 1960). 2/ Plaintiff's motion for summary judgment is denied; defendants' motion to amend their answer is granted; defendants' motion for summary judgment dismissing the complaint is granted. It is so ordered. MORRIS E. LASKER Dated: New York, New York. November 13, 1974.

U.S.D.J.

### FOOTNOTES

Landon's submissions on the present motions include as exhibits a group of Fox contracts (the Exhibit F contracts) in which the granting clause contains language granting to Fox the right to make "motion picture and television versions" of a literary property. The "F" contracts were drafted by the Fox West coast legal department in Los Angeles.

Landon contrasts those contracts with another group of contracts (the Exhibit E contracts) which, like the agreement in issue here, do not include the phrase "television versions." However, it is undisputed that the "E" contracts were all prepared by the Fox East coast legal department.

2. We note in passing that Landon's complaint, a judicial admission, alleges at Paragraph 19 that "Defendant Fox did produce and make available to defendant CBS a series of television programs based upon the book" (emphasis supplied). The fact that plaintiff's own choice of language to describe her contribution to the series is almost identical to the wording of Fox's titles, supports our conclusion that in so crediting her, Fox fairly and accurately credited her.